

TABLE OF CONTENTS

<u>SECTION ONE: INTRODUCTION, TERMS, AND ACRONYMS, KEY DATES</u>	<u>3</u>
<u>SECTION TWO: BACKGROUND AND SCOPE OF WORK.....</u>	<u>7</u>
<u>SECTION THREE: PROPOSAL, SUBMISSION, AND CONTENT</u>	<u>27</u>
<u>SECTION FOUR: EVALUATION CRITERIA</u>	<u>35</u>
<u>SECTION FIVE: CONTRACTOR SELECTION AND CONTRACT AWARD</u>	<u>38</u>
<u>SECTION SIX: ATTACHMENTS AND EXHIBITS</u>	<u>44</u>

- Attachment 1: Offer Checklist
- Attachment 2: Proposal Transmittal Letter
- Attachment 3: Corporate Resolution
- Attachment 4: Qualifications Questionnaire
- Attachment 5: Contractor Reference Form
- Exhibit A: Overview of the RFP Process
- Exhibit B: General Provisions
- Exhibit C: General Conditions for 103D
- Exhibit D: Special Conditions

For screen reader users. The Hawai'i State Energy Office recognizes the use of diacritical markings of the Hawaiian language such as the 'okina (also called a glottal stop) and the kahakō (also called a macron). Please note that screen readers may not read or pronounce the Hawaiian words correctly.

SECTION ONE: INTRODUCTION, TERMS AND ACRONYMS, KEY DATES

1.1 INTRODUCTION

The Hawai'i State Energy Office (HSEO) is seeking proposals from individuals and/or entities experienced in conducting systematic multi-month resiliency and hazard mitigation planning processes and outreach efforts which build on existing knowledge, tools, initiatives, and plans to develop critical energy system situational awareness, data management and geospatial mapping decision support tools, energy infrastructure risk and consequence assessments, and hazard mitigation strategies and solutions for an island based energy system. The project involves assessing localized threats/hazards, vulnerabilities, capabilities, and consequences of disruption to energy supply and distribution, identifying physical, cyber, geographic, and logical mitigation strategies and measures, and quantifying costs and benefits of implementing hazard mitigation projects.

The project will focus on the island of O'ahu to investigate and obtain relevant facility, asset, and energy system capability- and risk-based contextual data and information either from the public domain, energy supply owners and operators, community lifeline key customers (CLKC), or other sources. Collected data and information will be compiled and made usable via a dynamic Geographic Decision Support System (GDSS) tool built using ArcGIS. The GDSS will be paired with detailed localized information on energy risk and resilience, and tailored mitigation strategies.

This project supports HSEO's charge to develop and implement tools to promote energy resilience, energy efficiency, renewable energy, and clean transportation to help achieve a resilient clean energy economy by 2045. The work completed during this project will establish a deeper understanding of O'ahu energy system component locations, capabilities, threats and hazards, risk assessments, dependencies analyses, location-specific mitigation strategies and solutions, and will provide the data and information to assist in identifying, prioritizing, and developing complete and competitive Building Resilient Infrastructure and Communities (BRIC) applications – all in support of updates to the State of Hawai'i Multi-Hazard Mitigation Plan and related government emergency management, Homeland Security, and energy planning priorities.

1.2 CANCELLATION

The Request for Proposals (RFP) may be cancelled and any or all proposals rejected in whole or in part, without liability to the State, when it is determined to be in the best interest of the State, pursuant to HAR §3-122-96 thru §3-122-97.

1.3 TERMS AND ACRONYMS USED THROUGHOUT THE SOLICITATION

AG	=	Attorney General
BAFO	=	Best and Final Offer
BRIC	=	Building Resilient Infrastructures and Communities
CEI	=	Critical Energy Infrastructure
CLKC	=	Community Lifeline Key Customer(s)
COP	=	Common Operating Picture

CPO	=	Chief Procurement Officer
DMP	=	Data Management Plan
FEMA	=	Federal Emergency Management Agency
GDSS	=	Geographic Decision Support System
GET	=	General Excise Tax
GP	=	General Provisions
HAR	=	Hawai'i Administrative Rules
HCE	=	Hawai'i Compliance Express
HIEMA	=	Hawai'i Emergency Management Agency
HlePRO	=	Hawai'i State eProcurement System
HOPA	=	Head of the Purchasing Agency
HMGP	=	Hazard Mitigation Grant Program
HRS	=	Hawai'i Revised Statutes
HSEO	=	Hawai'i State Energy Office
HST	=	Hawai'i Standard Time
Offeror	=	Any individual, partnership, firm, corporation, joint venture or other entity submitting directly, or through a duly authorized representative or agent, a bid for the goods and/or services contemplated in this RFP
PMP	=	Project Management Plan
RFP	=	Request for Proposals
State	=	State of Hawai'i, including its departments, agencies, and political subdivisions

1.4 ELECTRONIC PROCUREMENT

- 1.4.1 The State has established the Hawai'i State eProcurement System (HlePRO) 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: spo.hawaii.gov/HlePRO, then select HlePRO Vendor Registration Guide.
- 1.4.2 The State will use HlePRO to issue the RFP, receive all Offers, and issue any 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 1.5 RFP Schedule and Significant Dates. The State shall not be responsible for any person's or entity's failure to use HlePro 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.

- 1.4.3 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 for the total contract term. The mandatory fee (.75%) is applicable for awards from Hawai'i government agencies only, calculated on a quarterly basis for the term. This transaction fee shall be based on the total sales made against this contract, payable to NIC Hawai'i, the vendor administering HlePRO. Refer to the "Instructions" tab in the HlePro solicitation for more details.
- 1.4.4 Offerors shall review all special instructions located in HlePRO. Offerors are responsible for ensuring that all necessary files are attached to their offer prior to the proposal deadline. Offerors are advised that they should not wait until the last minute to submit their proposal on HlePRO. Offerors should allow ample time to review their submitted proposal, including attachments, prior to the proposal deadline.
- 1.4.5 Changes to the RFP, including but not limited to answers to questions and procurement requirements, shall be made 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 Hawai'i State eProcurement System (HlePRO) to obtain any RFP addenda or other information relating to the RFP.

1.5 RFP SCHEDULE AND SIGNIFICANT DATES

The schedule represents the State's best estimate of the schedule that will be followed. All times indicated are Hawai'i Standard Time (HST). If a component of this schedule, such as "Proposal Due date/time" is delayed, the rest of the schedule will likely be shifted by the same number of days. Any change to the RFP Schedule and Significant Dates shall be reflected in and issued in an addendum. No questions will be received after the Question/Answer deadline.

The approximate schedule is as follows:

Release of Request for Proposals	March 3, 2022
Deadline to Register for Pre-Proposal Conference	March 9, 2022, 2:00 PM HST
Pre-Proposal Conference	March 11, 2022 10:00 AM HST
Deadline to Submit Written Questions	March 16, 2022, 2:00 PM HST
State's Response to Written Questions (if applicable)	March 22, 2022, 4:30 PM HST
Proposal Due Date/Time	April 4, 2022, 2:00 PM HST
Discussion with Priority Listed Offerors (if needed)	TBD
Best and Final Offer deadline (if necessary)	TBD
Notice of Award (estimate)	May 6, 2022
Contract Start Date (estimate)	June 3, 2022

1.6 PRE-PROPOSAL CONFERENCE

The purpose of the pre-proposal conference is to provide Offerors an opportunity to be briefed on this procurement and to ask questions about the procurement process. The pre-proposal conference is not mandatory; however, Offerors are encouraged to attend to gain a better understanding of the requirements of this RFP. If attending, please register via email to: susan.gray-ellis@hawaii.gov no later than Wednesday, March 9, 2022 at 2:00 PM HST. Email subject line should read: Pre-Proposal Conference, RFP-22-031-HSEO-RCA

Offerors are advised that anything discussed at the pre-proposal conference does not change any part of this RFP. All changes and/or clarifications to this RFP shall be done in the form of an addendum.

The pre-proposal conference will be held as follows:

- Date:** Friday, March 11, 2022
- Time:** 10:00 AM (Hawai'i Time)
- Location:** Zoom – invitation will be sent directly to those participants who register by the deadline.

1.7 QUESTIONS AND ANSWERS PRIOR TO OPENING OF PROPOSALS

All questions must be submitted through the Hawai'i State eProcurement System (HlePRO). Questions must be submitted by the question deadline date and time shown in Section 1.5 RFP Schedule and Significant Dates. Answers will be given via the HlePRO site as noted in Section 1.5 RFP Schedule and Significant Dates.

SECTION TWO: BACKGROUND AND SCOPE OF WORK

2.1 PROJECT OVERVIEW AND BACKGROUND

With the passage of Act 122, Session Laws of Hawai'i 2019, the Hawai'i State Energy Office (HSEO) has transformed from a division into an attached agency of the Department of Business, Economic Development, and Tourism. The Legislature gave HSEO a clearly defined mission: to promote energy efficiency, renewable energy, and clean transportation to help Hawai'i achieve a resilient clean energy economy. Act 122 created the position of the chief energy officer to lead HSEO and assume the existing authorities of the Energy Resource Coordinator. The Act also clarified responsibilities for guiding the State to reach its resiliency, clean energy and decarbonization goals.

Learn more about HSEO's statutory mandates:

- [Act 122 \(SLH 2019\)](#)
- [HRS §196-71, Hawai'i state energy office](#)
- [HRS §196-72, Chief energy officer of the Hawai'i state energy office](#)
- [HRS §196-10.5, Hawai'i clean energy initiative](#)

Learn more about the priorities HSEO is focusing on to guide Hawai'i's transition to a resilient, clean energy economy in its [2021 Annual Report](#).

HSEO provides the community and energy sector stakeholders with information, analysis, tools, and technical assistance needed to achieve Hawai'i's ambitious clean energy and climate goals. Programs developed and implemented by HSEO play a significant role in promoting greater energy resiliency, energy efficiency, increasing renewable energy penetration, and advancing clean transportation, with the aim of transitioning to a zero-emission clean economy by 2045.

This Advance Assistance project is funded by a [Federal Emergency Management Agency \(FEMA\) Hazard Mitigation Grant Program \(HMGP\)](#) award. Advance Assistance projects are designed to develop mitigation strategies and obtain data to prioritize, select and develop complete mitigation applications in a timely manner that result in either an improvement in the capability to identify appropriate mitigation projects or in the development of an application-ready mitigation project.

HSEO aims to conduct a comprehensive inventory and risk, vulnerability, and dependency assessment of O'ahu's major energy supply, distribution, and demand networks to inform system situational awareness, resiliency, hazard mitigation, climate change/sea level rise, disaster response, homeland security, and energy infrastructure investment planning. A holistic approach to inventorying, organizing, documenting, mapping, and displaying the risks to and dependencies of O'ahu's bulk energy supply systems with community lifelines' critical energy demands will result in better shared situational awareness and decision making, which supports private, military, and public-sector energy investments and hazard mitigation project justifications and implementation. The project outcomes are being designed to provide Hawai'i energy and hazard mitigation planners, policy makers, and community lifeline owners and operators with the data, information and tools needed to incorporate and justify holistic mitigation and resiliency into integrated energy infrastructure planning and to pursue competitive hazard mitigation grant funding on O'ahu and across the State.

Community Lifelines as defined by FEMA are the most fundamental services in the community that, when stabilized, enable all other aspects of society to function, such as the continuous operation of critical government and business functions. Community Lifelines are essential to human health and safety as well as economic security. Community Lifeline Key Customers (CLKC) are the responsible public- and private-sector entities who own or operate the facilities, assets, and infrastructure that make up those lifelines. Examples of Community Lifeline infrastructure include, but are not limited to, hospitals, police departments, fire stations, wastewater treatment plants, shelters, power plants, fuel pipelines, communications towers, and key transportation hubs.

Related to this project are a number of ongoing efforts and initiatives which are noteworthy and will benefit from and inform the outcomes of this project. This Advance Assistance project is designed to support and build upon concurrent and ongoing work underway at the state and county level to better plan for and adapt to changing conditions, hazards, and threats to Hawai'i's energy systems.

The first such effort is the Interdependencies of Critical Energy Infrastructure (ICE-I) Memorandum of Understanding. The ICE-I signatory agencies, which include the State of Hawai'i Department of Defense, the Hawai'i State Energy Office, the U.S. Department of Energy's Office of Cybersecurity, Energy Security, and Emergency Response (CESER), the U.S. Department of Homeland Security's Cybersecurity and Infrastructure Security Agency (CISA), and the U.S. Indo-Pacific Command's Logistics, Engineering and Security Cooperation Directorate (J4), are leading an effort under the MOU to develop a framework for cooperation, communication, and partnership between the parties and with key Hawai'i energy sector stakeholders to strengthen coordination of energy resiliency, mitigation, and security efforts of national and state importance. This Advance Assistance project takes on added importance at a time when increasing attention is being focused on energy security and resiliency issues and the concerns of the ICE-I consortium signatories.

In addition, a key energy sector stakeholder in Hawai'i and for this project includes the Hawaiian Electric Company (HECO). This project, being focused on energy system inventory and hazard mitigation, will need to coordinate closely with HECO to ensure that related activities conducted by the utility on O'ahu are appropriately integrated into project planning. For example, HECO has just recently led the "Strengthening Ko'olaupoko: A Community Resilience Initiative". The Ko'olaupoko community on O'ahu convened over the course of 18 months to focus on minimizing vulnerability and ensuring a safe recovery in the aftermath of a major hurricane, which could involve prolonged disruptions of electricity, communications, transportation, and more. The project forum brought together Ko'olaupoko community leadership with critical infrastructure owners, emergency management, and response agencies to share concerns, discuss potential options and solutions. Specifically, the forum raised awareness of the risks to and, with community input, ways to strengthen the resilience of the Ko'olaupoko community through short- and long-term actions. By raising awareness of vulnerabilities, priorities, and expectations of the Ko'olaupoko region, the intent of the path forward is to begin closing the gap between community preparedness and disaster response by government agencies and critical infrastructure owners for a well-coordinated recovery.

HECO is also in the midst of the Integrated Grid Planning (IGP) docket at the Hawai'i Public Utilities Commission (HPUC). Resiliency was explicitly identified as a key

component of the IGP and is one of the working groups established as part of the process. Evaluating and measuring resiliency, as opposed to reliability, on a system-level planning basis is an emerging topic for utilities in resource planning. HECO has taken steps to identify critical customers closely aligned with the FEMA Community Lifeline framework and has initiated review of how to develop metrics that measure resiliency for those customers. The ability to analyze the resiliency of systems is critical work to justify large capital investments to the HPUC as utility investments are traditionally assessed on a least cost, best fit basis that typically does not effectively capture resiliency or the value of hazard mitigation.

Finally, the PUC ordered in Docket 2020-0090 that HSEO develop an energy-focused Common Operating Picture (COP) for the State of Hawai'i to support the assessment of alternatives in the event in-state petroleum refining ceases at some point. HSEO is carrying out work in collaboration with HECO and other energy stakeholders to assess the energy security issues and associated implications of transitioning to a 100% import terminal scenario.

This Advance Assistance project will provide value to and benefit from the completed and ongoing work here in Hawai'i to carry forward the main objectives and tasks included above.

2.2 PURPOSE

The purpose of this project is to collect data and information that can quantitatively and qualitatively portray the energy systems, networks, and assets on the island of O'ahu to better classify, characterize, document, and visualize risks and vulnerabilities to critical energy infrastructure (CEI) and Community Lifeline Key Customers (CLKC), and to obtain data to prioritize, select and develop complete HMGP applications in a timely manner. Grant programs, such as FEMA's BRIC program, require a level of analysis, contextualizing, justification, and quantification of risks and benefits involving data and information that is not readily available. An objective of this project will be to develop a centralized, dynamic Geospatial Decision Support System (GDSS) which will support comprehensive energy hazard mitigation situational awareness and future energy mitigation related project application development. The GDSS shall provide visualized data layers, localized hazard risk and demographic context, clear depictions of the dependencies between CEI and CLKC, and risk and benefit metrics that can be aggregated up and down the system for vulnerability and project benefit cost analysis and project impact characterizations. The GDSS will help the State, County, and CEI and CLKC owners and operators on O'ahu better understand the energy COP and the downstream impacts of the loss of a node or supporting node in the energy supply chain to CLKC and the services CLKC provide to the community. The GDSS shall also be designed to help the State, hazard mitigation planners, emergency and homeland security managers, and CLKC understand the natural and man-made risks to specific nodes of the energy delivery system on which CLKC depend to provide these enabling services. Further, the project will be expected to develop and document a menu of locally viable energy hazard mitigation actions and measures with real-world examples.

2.3 SCOPE OF WORK

The CONTRACTOR must be able to complete all Tasks and Deliverables as described below. If the CONTRACTOR does not maintain the in-house subject matter expertise

which encompasses significant knowledge and practical experience with energy systems and hazard mitigation planning in Hawai'i, it will be their responsibility to secure the needed services and expertise as the Prime CONTRACTOR. Pursuant to the AG General Conditions (Exhibit C), the State shall have complete ownership of all material which is developed, prepared, assembled, or conceived by the CONTRACTOR with respect to the project.

TASK 1: PROJECT MANAGEMENT PLAN

The Project Management Plan (PMP) is one of the deliverables under the RFP. The PMP details the work elements and activities required to manage and report on the progression towards the completion of the major tasks. The PMP also documents the plan and project budget for completing all tasks and deliverables and is updated throughout the project period.

1.1 REVIEW AND UPDATE PROJECT MANAGEMENT PLAN

The CONTRACTOR in consultation and coordination with HSEO shall review, refine, update, and enhance the PMP previously submitted in the CONTRACTOR'S proposal to ensure that it covers all the approved work elements for project management and completion. CONTRACTOR shall review and incorporate elements, tasks, and deliverables from the energy COP scoping project into the PMP. The CONTRACTOR shall maintain a current and updated PMP which allows for HSEO project oversight and that provides sufficient detail to plan, carry out and monitor all project activities throughout the contract performance period. The CONTRACTOR shall maintain a business glossary with definitions for project terminology. The CONTRACTOR shall provide the PMP to HSEO for its review and approval upon request.

Deliverables: Updated PMP throughout contract period (revised versions and final).

1.2 PREPARE FEDERAL ASSISTANCE REPORTS

The CONTRACTOR shall prepare for HSEO's review and approval all federal and State reporting requirements identified for HMGP and any State projects.

Deliverables: Completed reporting requirements within 7 calendar days before report due dates or as specified.

1.3 HSEO REPORTING

The CONTRACTOR shall work closely with HSEO on the following subtasks related to reporting.

1.3.1 Monthly Progress Reports

The CONTRACTOR, in coordination with HSEO, shall develop a format for monthly financial reports in Excel and progress reports in Word. This information may be transmitted with corresponding invoices for completion of contract deliverables. The reports submitted for HSEO's review shall be due regularly (TBD) and shall include, but not be limited to, reports on activities and budget items under this project; progress on each of the tasks in the scope of work; issues; problems; milestones achieved; and recommendations.

1.3.2 Final Report and GDSS Delivery

The CONTRACTOR shall provide HSEO with a final project and financial report for review and approval at the conclusion of the contract period. The final project report will summarize the activities undertaken over the contract period, list

project outcomes, provide an action plan for any recommendations, and an assessment of the effectiveness of the project. All electronic and hard copy files, documentation, and deliverables will be transmitted to HSEO. The final report is due 15 calendar days prior to the end of the contract period, unless changed by mutual agreement. Further, the CONTRACTOR shall submit the completed GDSS for review and approval 45 calendar days prior to the end of the contract period, unless changed by mutual agreement. The GDSS shall include a comprehensive geodatabase, complete metadata (part of Task 2: Data Management Plan), a section in the final report with tips for utilizing the GDSS, training on utilizing the GDSS, and a long-term maintenance plan. Training on the GDSS shall be conducted no later than 15 calendar days prior to the end of the contract, unless changed by mutual agreement.

1.3.3 Responses as Required

The CONTRACTOR shall provide written responses, as required, to technical and process questions that may arise from HSEO staff. The CONTRACTOR shall alert HSEO staff in a timely manner with regard to encountered problems, difficulties or issues, and work with HSEO staff to resolve issues and maintain an open dialogue regarding project operations, timelines, budgets, and management.

1.3.4 Presentations of Process, Progress, and Results

The CONTRACTOR shall provide brief virtual meeting updates on project process, progress, or outcomes for HSEO project staff, as well as in other venues as requested by HSEO. These venues could include leadership briefings to stakeholder groups such as the ICE-I, Integrated Grid Planning Resiliency Working Group, and Emergency Management Agencies and Hazard Mitigation groups such as FEMA, Hawai'i Emergency Management Agency (HIEMA), or the Hawai'i Hazard Mitigation Forum.

Deliverables: Monthly and final project reports; final GDSS deliverable, training materials for operation, maintenance, and GDSS updates; training session on the GDSS, additional communications, presentations, summaries and/or reports as required.

TASK 2: DATA MANAGEMENT PLAN

As this project will involve various types of data, it is important to maintain a Data Management Plan (DMP). The DMP shall include metadata management and development for all data assets covered under the DMP, including those necessary for the development of the GDSS. Metadata shall not only include documentation of the source, provenance, life-cycle/date of creation, and indicators of risk-level/access control, but also detailed descriptions of all field names, datatypes, and inter-data relationships. Such details shall be maintained in data set specific data dictionaries and schema, utilizing a standard metadata format, and aggregated into a larger data catalog that acts as a unified metadata store facilitating data discovery, navigation, and rapid location of data assets. Further, a data glossary shall be maintained as part of the DMP. The data glossary shall handle data components of the business glossary (Task 1 - PMP), describing terms of art and standard nomenclature for various entities (types of hazards, infrastructure, CLKC, dependencies, relationships, capabilities, etc.) and definitions of what these terms are intended to represent. The business glossary can help to inform the data glossary and the naming conventions used in all metadata and data descriptors. The DMP shall also detail the data that will be acquired or produced during the project, how the data will be managed, described, and stored, what standards and formats will be used, how data will be handled and protected (confidentiality, access control, and risk management) during and after

completion of the project, address long-term maintenance and data life-cycle management, and include data quality management and assurance methodology. In regards to the GDSS and the map deliverables, the DMP shall specify the global geodetic system used (WGS84). Further, the DMP shall specifically address how the GDSS and its associated data shall feature two-way integration into/with HSEO Data Lake project which serves as a single source repository for all of the energy related data identified as necessary for a data driven approach to analyzing, formulating, and recommending policies, strategies, and plans to achieve the State's energy goals. The GDSS shall also consider potential interoperability with other federal and/or State of Hawai'i platforms. As the CONTRACTOR will be collecting and handling potentially sensitive information and data, the CONTRACTOR shall, as a requirement for this project, work with HSEO on any required Non-Disclosure Agreements and with the Office of Homeland Security to obtain any critical infrastructure information clearances and access.

Deliverables: Maintain an updated DMP throughout the contract period for HSEO review. The DMP shall include all elements outlined above and address data transfer to HSEO Data Lake and other platforms. The DMP shall be submitted and approved by HSEO before any data collection or production commences.

TASK 3: IDENTIFY AND INVENTORY ALL O'AHU CRITICAL ENERGY INFRASTRUCTURE AND COMMUNITY LIFELINE KEY CUSTOMERS, PRIORITIZE, AND IDENTIFY DEPENDENCIES

A holistic approach to documentation and mapping of the physical, cyber, geographic, and logical dependencies of Hawai'i's CEI systems, assets, and facilities with CLKC will result in better shared situational awareness, planning, and decision making, which supports hazard mitigation, emergency management and homeland security initiatives and private, military, and public-sector energy investments and project planning. This Task is designed to provide energy and hazard mitigation planners, policy makers, CLKC, and energy lifeline owners and operators with information and tools needed to incorporate and justify holistic mitigation and resiliency elements into integrated energy infrastructure planning and investment decision making. This Task largely follows the methodology put forth in the Department of Homeland Security's *Infrastructure Resiliency Planning Framework* (October 2021). The CONTRACTOR shall demonstrate familiarity with this guiding framework and associated tools and resources when detailing an O'ahu-specific proposal for this Task.

The CONTRACTOR will conduct surveys, meetings, outreach, and coordination activities with key energy asset owners and operators, hazard mitigation, emergency management, homeland security, and GIS subject matter experts, and CLKC owners and operators to define, identify, inventory, and map critical and key infrastructure and facilities and, subsequently, develop locally appropriate methodology and tools to prioritize and identify dependencies among these systems/facilities on O'ahu. A review of relevant plans and recent efforts including, but not limited to, Hawai'i's State Multi-Hazard Mitigation Plan, the Multi-Hazard Pre-Disaster Mitigation Plan for the City and County of Honolulu, HECO's Integrated Grid Planning Resiliency Working Group and the Ko'olaupoko Resiliency Working Group reports will be key to understanding context and information already available. Task approaches shall be specified in the proposal and agreed upon in the PMP. Approach shall focus on structuring inquiry, analyses, research, and levels of effort on the outcomes needed for development of COP and all subsequent Tasks, including GDSS and risk and mitigation assessments. In addition, outcomes shall contribute to the Advance Assistance goal of developing mitigation strategies and obtaining data to prioritize, select and develop complete grant applications in a timely manner. All Task elements will, as appropriate, be outlined, itemized, and updated in both the Project Management Plan and the Data Management Plan throughout the project period.

3.1 DEFINE CRITICAL ENERGY INFRASTRUCTURE, COMMUNITY LIFELINE KEY CUSTOMERS, ASSET CLASSIFICATION CRITERIA, AND DEVELOP SURVEY TOOL

The CONTRACTOR shall solicit HSEO and stakeholder input to develop and document definitions, detailed classifications and criteria of locally-appropriate CEI and CLKC, including cyber infrastructure, to be used and incorporated in the identification of systems, infrastructure, assets, and facilities to include in the inventory and characterizations for subsequent Tasks. The CONTRACTOR shall develop a survey tool for data collection from CEI and CLKC. The survey tool format could be, for example, an online form or a fillable document. The survey shall be editable and easily used and controlled by HSEO for future efforts to update data.

Deliverables: Provide definition for, classification and criteria of, and survey tool to collect information and data on O'ahu-specific CEI and CLKC. This deliverable shall support and leverage previous and subsequent Tasks, including GDSS, hazard mitigation plans update and future project development and mitigation applications. In addition, submit update of Project Management Plan and Data Management Plan to detail and itemize issues/problems, outcomes, limitations, concerns, recommendations, and significant changes to plans, timeline, and/or budget for HSEO review and approval.

3.2 DEVELOP INVENTORY OF CRITICAL ENERGY INFRASTRUCTURE ON O'AHU

The CONTRACTOR shall use the outcomes developed under other Tasks, publicly available information, and survey and other sourced information to compile an inventory and database listing of CEI on O'ahu. The inventory and database listing will include characteristics of CEI and data and information which support overall hazard mitigation planning and development of energy system situational awareness COP. Data fields shall include geospatial data, metrics, descriptions, and specifications necessary to qualitatively and quantitatively assess and incorporate the inventory of CEI into any tools and assessments of the project. Relevant information could include, but is not limited to, characteristics and classifications of energy resource, distribution node, asset and facility capabilities and capacities, existing resilience/hazard mitigation measures, outage history, significant geographic features, TMK link, etc. An outline and list of the data and information to be compiled with justifications will be developed in consultation with and presented to HSEO for approval prior to start of the inventory Task.

Deliverables: Develop and document inventory and database listing of CEI on O'ahu which aligns with prior-approved collection tool(s), outline, and classifications and any other suggested and agreed upon metrics that meet the objectives described. This deliverable shall also include a geographic layer and all underlying data. In addition, submit update of Project Management Plan and Data Management Plan to detail and itemize issues/problems outcomes, limitations, concerns, recommendations, and significant changes to plans, timeline, and/or budget related to this Task for HSEO review and approval.

3.3 DEVELOP INVENTORY OF COMMUNITY LIFELINE KEY CUSTOMERS ON O'AHU

The CONTRACTOR shall use the outcomes developed under other Tasks, publicly available information, interview, survey, and other sourced information to develop and document an inventory and database listing of CLKC on O'ahu. The inventory and database listing will include data and information which support overall hazard mitigation planning and development of Community Lifeline situational awareness COP. Data fields shall include geospatial data, locally appropriate and agreed upon metrics, descriptions,

classifications, and specifications necessary to qualitatively and quantitatively assess and incorporate the inventory of CLKC into any tools and assessments of the project. The inventory of CLKC on O'ahu shall include metrics, characteristics and classifications including, but not limited to, facility or asset owner/operator, address, mappable locational data, Lifelines served, local hazard information, electricity consumption, representative share of lifeline island wide capacity, communities served, facility size, available economic and financial data, normal and emergency power/fuel/gas usage, outage history, any existing or planned energy capabilities (on-site generation, storage, energy efficiency, hardening, islanding, etc.), local demographics and customers served, geographic features, and other items reviewed and approved by HSEO. Data collected will include the point(s) of connection to and linkages with the CEI in Task 3.2. The data and outcomes shall support inputs to, for example, benefit-cost analyses – calculations needed to determine the future risk reduction benefits of a hazard mitigation project when comparing those benefits to its costs – for facility project proposal justifications and mitigation grant programs such as BRIC. An outline and list of the data and information to be compiled with justifications will be developed in consultation with and presented to HSEO for approval prior to start of the Task.

Deliverables: Develop and document inventory and database listing of CLKC on O'ahu which aligns with prior-approved collection tools(s), outline, classifications, and any other suggested and agreed upon metrics that meet the objectives described. This deliverable shall also include a geographic layer and all underlying data. In addition, submit update of Project Management Plan and Data Management Plan to detail and itemize issues/problems outcomes, limitations, concerns, recommendations, and significant changes to plans, timeline, and/or budget related to this Task for HSEO review and approval.

3.4 IDENTIFY DEPENDENCIES AMONG CRITICAL ENERGY INFRASTRUCTURE AND COMMUNITY LIFELINE KEY CUSTOMERS ON O'AHU

The CONTRACTOR shall use the outcomes developed under other Tasks, publicly available frameworks, information, models, interviews with relevant stakeholders, survey tools, and other sourced information and best practices to identify, classify, and document dependencies of CEI and CLKC on Oahu. An improved understanding of dependencies, especially for key infrastructure systems, can inform risk assessment activities and lead to the identification of new priorities for enhancing resilience.

The CONTRACTOR shall work with HSEO and stakeholders, and utilize available FEMA, DHS, National Laboratory, U.S. Department of Energy, and current energy infrastructure studies and analyses to assist in the identification, classification, and documentation of dependencies of O'ahu CEI and CLKC.

Key considerations and criteria may include, but are not limited to, safety impact, context, operational impact, economic impact, service impact, etc. Reference FEMA guidance and DHS *Infrastructure Resilience Planning Framework* for possible criteria.

The CONTRACTOR shall classify the nature of any dependency. These can be physical relationships where the material output of one infrastructure is used by another asset, such as in a supply chain, or where electrical controls may be required for pipeline operations; cyber and communications relationships where an infrastructure uses electronic information and control systems, or a system that relies upon communications systems for control; or geographic relationships such as when infrastructure assets or systems share a common corridor or control the access to another asset.

Deliverables: Develop and document in report, inventory matrix and database form the means, process, description, classification, identification, and outcomes from the analysis of dependencies of CEI and CLKC inventoried in Tasks 3.2 and 3.3. In addition, submit update of Project Management Plan and Data Management Plan to detail and itemize issues/problems outcomes, limitations, concerns, recommendations, and significant changes to plans, timeline, and/or budget related to this Task for HSEO review and approval.

3.5 PRIORITIZE CRITICAL ENERGY INFRASTRUCTURE AND COMMUNITY LIFELINE KEY CUSTOMERS ON O'AHU

The CONTRACTOR shall use the outcomes developed under other Tasks, publicly available frameworks, information, models, interviews with relevant stakeholders, survey tools, and other sourced information and best practices to prioritize CEI and CLKC on O'ahu. The CONTRACTOR shall work with HSEO and stakeholders to develop key considerations and criteria and a methodology for prioritization using the key considerations and criteria. Key considerations and criteria may include but are not limited to safety impact, context, operational impact, economic impact, service impact, etc. Reference FEMA guidance and DHS *Infrastructure Resilience Planning Framework* for possible criteria.

Deliverables: Develop and document in report a methodology or means for prioritizing CEI and CLKC using identified key considerations and criteria. Deliver a detailed and prioritized matrix listing of all CEI and CLKC inventoried in Tasks 3.2 and 3.3 with all key consideration and criteria. In addition, submit update of Project Management Plan and Data Management Plan to detail and itemize issues/problems outcomes, limitations, concerns, recommendations, and significant changes to plans, timeline, and/or budget related to this Task for HSEO review and approval.

TASK 4. CONDUCT RISK ASSESSMENT OF CRITICAL ENERGY INFRASTRUCTURE AND COMMUNITY LIFELINE KEY CUSTOMERS ON O'AHU

The Risk Assessment Task involves collecting information and assigning values to relevant local risks on O'ahu in order to inform mitigation priorities, develop and compare courses of action, and inform decision making. The CONTRACTOR will be expected to evaluate and utilize a range of methodologies, tools, plans, metrics, classifications, collection processes, and close coordination and communication with stakeholders and HSEO to identify, justify, and document the most likely and severe incidents that could affect O'ahu CEI and CLKC identified from previous Tasks.

There are various methodologies that can be utilized to perform an energy-focused assessment of risk. The risk assessment methodology utilized for the *IRPF* entails: 1) identifying the threats and hazards to infrastructure, 2) assessing vulnerabilities of prioritized infrastructure, 3) assessing consequences and interactions among infrastructure systems, and 4) prioritizing risk to infrastructure systems. There are a number of existing state, county, and threat- and hazard-based risk assessments as part of other Hawai'i planning processes and plans shall be considered when putting forth a proposal for the CEI and CLKC-specific risk assessment. The proposed methodology shall be documented, reproducible, and defensible to ensure transparency and practicality for stakeholders and decision-makers.

Documented outcomes shall provide the necessary context and basis to support updates to Hawai'i's State Multi-Hazard Mitigation Plan and the Multi-Hazard Pre-Disaster Mitigation Plan for the City and County of Honolulu, resource allocation for subsequent Tasks, and appropriate energy hazard mitigation and resilience solutions and for CEI and CLKC project development. The CONTRACTOR shall propose for HSEO approval a risk assessment methodology or means using hypothetical situations or scenarios to divide identified risks into components that can be individually assessed and analyzed. These situations or scenarios consist of an identified threat or hazard, an entity, asset, or system impacted by that threat or hazard, and associated conditions including vulnerabilities and consequences. These outcomes will be used to assess the risk to CEI and CLKC for further investigation.

4.1 IDENTIFY THREATS AND HAZARDS TO CRITICAL ENERGY INFRASTRUCTURE AND COMMUNITY LIFELINE KEY CUSTOMERS ON O'AHU

The CONTRACTOR shall use existing plans (including the State Multi-Hazard Mitigation Plan and the Multi-Hazard Pre-Disaster Mitigation Plan for the City and County of Honolulu), studies, analyses, reports, and hazard information and analysis resources to identify threats and hazards to which CEI and CLKC on O'ahu may be exposed. As threat/hazard exposure will change over time, the type, frequency, or magnitude of impacts may vary from past experience. Factors such as climate, social and economic conditions, the built environment, and technology are dynamic and shall be considered when developing threat and hazard context descriptions. The CONTRACTOR shall propose for HSEO approval a methodology, means, scheme, classification system, survey, data collection tool, and/or process to identify and document locally appropriate potential natural, deliberate, cyber, and accidental threats and hazards to CEI and CLKC on O'ahu. Subsequently, the CONTRACTOR shall use FEMA defined hazard variables and criteria, hazard recurrence rates, frequency of recorded historic events, good-faith estimations and other local and national sources and studies in coordination with HSEO to identify and map all threats and hazards to CEI and CLKC on O'ahu. The CONTRACTOR shall evaluate the likelihood that each one will occur in order to identify those that shall be further assessed for risk.

Some sources of information for determining threat/hazard likelihood are identified in the DHS *Infrastructure Resilience Planning Framework*. Another valuable source of hazard information which the CONTRACTOR shall consult is the experience and historical knowledge of planning participants and stakeholders, including those agencies and organizations involved in the development of the Hawai'i State Multi-Hazard Mitigation Plan and the Multi-Hazard Pre-Disaster Mitigation Plan for the City and County of Honolulu. The CONTRACTOR shall consider the floodplains, storm path projections, earthquake zone, plume models, and other threat-specific information as appropriate and determine the likelihood of individual hazards. This hazard assessment shall draw on historical information and models anticipating the future to assess the likelihood or frequency of various hazards and the location on O'ahu of potential impacts. Threat assessments shall focus on intent and capabilities particularly where contemplated threat activities may not have historical precedence at a given location. The CONTRACTOR shall collect or develop locational data layers of potential hazard impacts to overlay with other map-based data as part of the GDSS.

Deliverables: An inventory and map identifying and describing natural, deliberate, cyber, and accidental threats and hazards to CEI and CLKC on O'ahu using a methodology, means, tool, analyses, and/or process agreed upon beforehand by HSEO. This deliverable shall also include a geographic layer and all underlying data. The format

of this deliverable shall be included in the PMP and agreed to beforehand, but shall include a digital format such as a relational database or a format readily ingested into a relational database management system such as .csv or .xlsx, as well as a narrative and graphical document to support updates to Hawai'i's State Multi-Hazard Mitigation Plan. In addition, submit update of Project Management Plan and Data Management Plan to detail and itemize issues/problems, outcomes, limitations, concerns, recommendations, and significant changes to plans, timeline, and/or budget related to this Task for HSEO review and approval.

4.2 ASSESS VULNERABILITY OF CRITICAL ENERGY INFRASTRUCTURE AND COMMUNITY LIFELINE KEY CUSTOMERS ON O'AHU

This vulnerability assessment task shall involve the evaluation of specific threats and hazards to CEI and CLKC on O'ahu identified in previous Tasks with the goal of identifying areas of weakness that could result in consequences of concern. This vulnerability assessment shall help inform O'ahu-specific energy resilience solutions by identifying internal and external factors that may be exploited by adversaries or impacted by hazards and potential points of failure. Some key elements of vulnerability which the CONTRACTOR shall consider during the assessments include those identified in the DHS *Infrastructure Resilience Planning Framework*. In addition, reference to the DHS Infrastructure Survey Tool and other similar assessment tools shall be evaluated for possible use. The vulnerability assessment methodology shall be documented, reproducible, and defensible to ensure transparency and practicality for stakeholders and decision-makers.

Deliverables: The CONTRACTOR shall conduct and document a vulnerability assessment with geospatially specific features of CEI and CLKC on O'ahu to the threats and hazards identified in previous Tasks, included with estimated/anticipated frequency, severity, impacts of each, and other relevant information. The format of this deliverable shall be included in the PMP and agreed to beforehand, but could include an Excel spreadsheet, a database, or an interactive map or other visual depiction, as well as a narrative and graphical document to support updates to Hawai'i's State Multi-Hazard Mitigation Plan. For each CEI and CLKC the specific vulnerabilities to threats and hazards, a geographic data layer that depicts the areas of impact, probability/frequency of impact, or severity of impact and all underlying data shall be included. In addition, submit update of Project Management Plan and Data Management Plan to detail and itemize issues/problems, outcomes, limitations, concerns, recommendations, and significant changes to plans, timeline, and/or budget related to this Task for HSEO review and approval.

4.3 ASSESS CONSEQUENCES TO CRITICAL ENERGY INFRASTRUCTURE AND COMMUNITY LIFELINE KEY CUSTOMERS ON O'AHU

With the data and information developed in previous Tasks, the CONTRACTOR, in coordination with stakeholders and HSEO, shall analyze, assess, identify, document, and geospatially map the likely consequences of those hazards and threats to all O'ahu CEI and CLKC.

As noted in Section 3.3 of the DHS *Infrastructure Resilience Planning Framework*, consequence is the effect of an event, incident, or occurrence and is commonly measured in four ways: Human, Economic, Mission, and Psychological. Consequence factors that shall be considered when assessing risks to the O'ahu CEI and CLKC include FEMA Hazard Mitigation Program factors, security concerns (costs associated

with the loss of infrastructure supporting security or defense mission) and additional variables that can cause localized events to turn into broader disruptions (dependencies). Historical events can be used to estimate the resulting disruptions.

CONTRACTOR shall propose for HSEO approval an assessment methodology, means, scheme, classification system, and/or process to identify, assess, evaluate, and document specific potential consequences to CEI and CLKC on O'ahu from agreed upon risks. Subsequently, CONTRACTOR shall use available information from a wide range of sources, including the Hawai'i State Multi-Hazard Mitigation Plan and the Multi-Hazard Pre-Disaster Mitigation Plan for the City and County of Honolulu, historical data, and good-faith estimations in coordination with HSEO to identify, document, and geospatially map consequences to O'ahu CEI and CLKC. The consequence assessment methodology shall be documented, reproducible, and defensible to ensure transparency and practicality for stakeholders and decision-makers.

Deliverables: The CONTRACTOR shall conduct and document an assessment and geospatially mapped specific features of the consequences to O'ahu CEI and CLKC from the threats and hazards identified in previous Tasks, including consequences relevant to FEMA Hazard Mitigation Program factors, security concerns, and dependencies. The format of this deliverable shall be included in the PMP and agreed to beforehand, but could include an Excel spreadsheet, a database, or an interactive map or other visual depiction, as well as a narrative and graphical document to support updates to Hawai'i's State Multi-Hazard Mitigation Plan. For each CEI and CLKC the specific consequences shall be quantitatively and qualitatively assessed and documented, with a geographic data layer that depicts the areas of consequence, probability/frequency of occurrence, or severity of impact and all underlying data shall be included. In addition, submit update of Project Management Plan and Data Management Plan to detail and itemize issues/problems, outcomes, limitations, concerns, recommendations, and significant changes to plans, timeline, and/or budget related to this Task for HSEO review and approval.

4.4 ASSESS RISK TO CRITICAL ENERGY INFRASTRUCTURE AND COMMUNITY LIFELINE KEY CUSTOMERS ON O'AHU

Using previously developed information on the threats identified, and the vulnerabilities and consequences assessed, the CONTRACTOR shall, in consultation with stakeholders and HSEO, combine these elements to determine the risk to CEI and CLKC on O'ahu.

CONTRACTOR shall propose for HSEO approval an energy system risk assessment methodology, means, scheme, classification system, and/or process that prioritizes CEI and CLKC based on which pose the highest risk to O'ahu, its Community Lifelines, and its people. Subsequently, CONTRACTOR shall use available information and input from stakeholders, a range of relevant sources, including local Hazard Mitigation Plans, and good-faith determinations in coordination with HSEO to identify, document, and, as appropriate, geospatially map risks to O'ahu CEI and CLKC. The risk assessment methodology shall be documented, reproducible, and defensible to ensure transparency and practicality for stakeholders and decision-makers.

Deliverables: The CONTRACTOR shall conduct and document an assessment and geospatially mapped specific features of the risks to O'ahu CEI and CLKC from the threats, hazards, vulnerabilities, and consequences identified in previous Tasks,

including risks relevant to FEMA Hazard Mitigation Program factors, security concerns, and dependencies. The format of this deliverable shall be included in the PMP and agreed to beforehand, but could include an Excel spreadsheet, a database, or an interactive map or other visual depiction, as well as a narrative and graphical document to support updates to Hawai'i's State Multi-Hazard Mitigation Plan. For each CEI and CLKC the specific risks shall be quantitatively and qualitatively assessed and documented, with a geographic data layer that depicts the areas of risk, probability/frequency of occurrence, or severity of impact and all underlying data shall be included. In addition, submit update of Project Management Plan and Data Management Plan to detail and itemize issues/problems, outcomes, limitations, concerns, recommendations, and significant changes to plans, timeline, and/or budget related to this Task for HSEO review and approval.

TASK 5: GEOSPATIAL DECISION SUPPORT SYSTEM (GDSS)

The CONTRACTOR shall develop a Geospatial Decision Support System (GDSS), which will allow for the visual identification of key CEI and CLKC mitigation and resiliency projects that will position the island(s) to better resist, respond to, and recover from all hazard events while presenting and visualizing the systemic benefits of particular mitigation actions. In this Task the deliverable will be a dynamic GDSS that provides already collected and developed information and geospatial data from other Tasks and useful contextual data in a visual format to assist application developers in quantitatively and qualitatively demonstrating the need and impacts of a proposed mitigation strategy or infrastructure investment. As the State of Hawai'i has long utilized the ArcGIS platform, the CONTRACTOR shall use this format for the GDSS. This shall be reflected in the PMP, DMP, and final report.

5.1 IDENTIFY DATA LAYERS AND DATA SETS

The CONTRACTOR shall work with stakeholders and HSEO to compile a detailed list of relevant geospatial data and layers to be included in the GDSS. This subtask shall be reviewed and approved by HSEO before commencing.

Deliverables: A list of relevant geospatial data and layers to be included in the GDSS. In addition, submit update of Project Management Plan and Data Management Plan to detail and itemize issues/problems, outcomes, limitations, concerns, recommendations, and significant changes to plans, timeline, and/or budget related to this Task for HSEO review and approval.

5.2 COLLECT OR PRODUCE DATA LAYERS AND DATA SETS

The CONTRACTOR shall collect geospatial data and layers from Subtask 5.1. These data and layers may come from existing public sources or be produced or purchased by the CONTRACTOR from datasets or other information already collected or developed in Task 3 and Task 4. The CONTRACTOR shall ensure all final data and layers are in or converted to the WGS84 coordinate system.

Deliverables: A library of finalized and approved layers from Subtask 5.1. In addition, submit update of Project Management Plan and Data Management Plan to detail and itemize issues/problems, outcomes, limitations, concerns, recommendations, and significant changes to plans, timeline, and/or budget related to this Task for HSEO review and approval.

5.3 ADD LAYERS TO GDSS

The CONTRACTOR shall add all layers and data sets from Subtask 5.2 to the GDSS ensuring that there are no inconsistencies with coordinate systems (use WGS84 and specify in DMP) and map extent. Appearance, color coding, and other stylistic and functional preferences shall be reviewed and approved by HSEO before work commences.

Deliverables: A single map with layers available. The map shall be reviewed and approved by HSEO before proceeding to subsequent tasks. In addition, submit update of Project Management Plan and Data Management Plan to detail and itemize issues/problems, outcomes, limitations, concerns, recommendations, and significant changes to plans, timeline, and/or budget related to this Task for HSEO review and approval.

5.4 DETERMINE ROLE-BASED ACCESS CONTROL

Utilizing the metadata designation for confidential data, the CONTRACTOR shall confer with HSEO to determine role-based access control for various users and datasets. The CONTRACTOR shall use current cybersecurity standards to protect all data.

Deliverables: A specification and implementation of what roles and level of access by user and dataset. In addition, submit update of Project Management Plan and Data Management Plan to detail and itemize issues/problems, outcomes, limitations, concerns, recommendations, and significant changes to plans, timeline, and/or budget related to this Task for HSEO review and approval.

5.5 ADD FUNCTIONS TO GDSS

The CONTRACTOR shall add the following functionalities to the GDSS. Completion of this task will require iterative feedback from HSEO and user testing of the functionality.

5.5.1 Dependencies

The CONTRACTOR shall make the map dynamic with functionality that allows users to click on and select any node (CEI or CLKC) to see dependent nodes and the consequences and downstream impacts associated with the loss of the selected node. This shall be visual, but also using tool tips that aggregate the quantifiable downstream impacts.

5.5.2 Customization of Layers, Data Sets, and Basemaps

The CONTRACTOR shall add functionality that enables toggling and user customization of style, color, opacity, line-weight and other visual characteristics from within the interface of the GDSS.

5.5.3 Ability to Create a Snapshot or Report for Export

The CONTRACTOR shall create a function that enables users to create a snapshot or report of the current rendering of the visualization tuned dynamically that can be exported for inclusion in application docs, and/or shared with other users of the map.

Deliverables: A dynamic GDSS with layers to include but not limited to all CEI, CLKC, prioritizations, dependencies, threats and hazards, vulnerabilities, consequences, and risks to CEI and CLKC on O'ahu from previous Tasks, and other relevant or contextual layers. This map shall have functionality that allows users to select any single node on the system and see the other nodes to which there are dependencies as well as

aggregate the downstream impact metrics of loss at any single node on the system. The tool shall allow users to customize the appearance of layers and produce complete maps and reports. Complete maps shall include an interactive legend, reference scales, inset maps, and source layer credits. All source data for geographic layers shall be provided in the form of a single geodatabase. This deliverable shall also be further defined and outlined in the PMP and DMP and agreed upon before work commences. Final GDSS deliverable to be reviewed and approved by HSEO. In addition, submit update of Project Management Plan and Data Management Plan to detail and itemize issues/problems outcomes, limitations, concerns, recommendations, and significant changes to plans, timeline, and/or budget related to this Task for HSEO review and approval.

5.6 GDSS USER GUIDE

The CONTRACTOR shall compose a section of the Final Report dedicated to function and use of the GDSS.

Deliverables: A narrative section in the Final Report describing best uses for the GDSS, tips for navigation and functionality, and an example project demonstrating use of the GDSS for depicting CEI and CLKC prioritizations, dependencies, threats and hazards, vulnerabilities, consequences, risks, project area demographics, and calculations of potential benefits of risk mitigation. In addition, submit update of Project Management Plan and Data Management Plan to detail and itemize issues/problems outcomes, limitations, concerns, recommendations, and significant changes to plans, timeline, and/or budget related to this Task for HSEO review and approval.

TASK 6. ENERGY RESILIENCE AND HAZARD MITIGATION ACTIONS FOR CRITICAL ENERGY INFRASTRUCTURE AND COMMUNITY LIFELINE KEY CUSTOMERS ON O‘AHU

This task is to support and guide project stakeholders, HSEO, and CEI and CLKC owners and operators through the process of identifying and selecting projects and solutions for enhancing energy resilience and hazard mitigation, and developing implementation strategies utilizing available programmatic resources and grant funding opportunities.

6.1 IDENTIFY ENERGY RESILIENCE AND HAZARD MITIGATION SOLUTIONS TO MITIGATE RISKS TO CRITICAL ENERGY INFRASTRUCTURE AND COMMUNITY LIFELINE KEY CUSTOMERS ON O‘AHU

The CONTRACTOR shall review and refine the initial goals and objectives for CEI and CLKC energy resilience and hazard mitigation as outlined in both the PMP and DMP in more granularity based on the findings and outcomes from previous Tasks. In consultation with stakeholders and HSEO, develop an outline categorizing and identifying locally relevant and practical energy resilience and hazard mitigation options and solutions for CEI and CLKC on O‘ahu.

The results from the previous Tasks inform relevant and appropriate risk mitigation solutions for CEI and CLKC on O‘ahu. Resilience solutions can be policies, strategies, plans, codes and ordinances, programs to increase resilience or reduce risk. The CONTRACTOR shall survey, categorize, and document a list of locally relevant and responsive resilience-enhancing activities and programs which exist in Hawai‘i and elsewhere and that can support overall resilience and be leveraged to support CEI and CLKC planning. Relevant solutions and activities, including cybersecurity resources, from the FEMA Hazard Mitigation Program, DHS *Infrastructure Resilience Planning Framework*, the Hawai‘i State Multi-Hazard Mitigation Plan, the Multi-Hazard Pre-Disaster Mitigation Plan for the City and County of Honolulu, other Hawai‘i county

mitigation plans, U.S. Department of Energy publications, DHS Cybersecurity and Infrastructure Security Agency, and other sources shall be reviewed for inclusion in the listing.

Deliverables: The CONTRACTOR shall investigate, review, assess, categorize, and document a listing of locally appropriate energy resilience and hazard mitigation solutions which could support CEI and CLKC resilience planning, capability needs assessment, and resource identification. The resilience solutions will be provided in a format that can readily be added as a narrative description and graphical document supplement to State and County hazard mitigation plans. An outline of the resilience solutions document shall be developed, discussed, approved by HSEO, and included in the PMP before the CONTRACTOR proceeds with work on the Task. This Task shall be a section within the Final Report. In addition, submit update of Project Management Plan and Data Management Plan to detail and itemize issues/problems outcomes, limitations, concerns, recommendations, and significant changes to plans, timeline, and/or budget related to this Task for HSEO review and approval.

6.2 IDENTIFY EXISTING RESOURCES AND CAPABILITIES FOR ENERGY RESILIENCE AND HAZARD MITIGATION FOR CRITICAL ENERGY INFRASTRUCTURE AND COMMUNITY LIFELINE KEY CUSTOMERS ON O‘AHU

The actions in Task 6 shall include identifying and asking other public and private sector entities to support implementation of CEI and CLKC project activities to address mutual benefits of resilient energy infrastructure systems. Capabilities are the programs and policies currently in use to reduce hazard impacts and enhance the resilience of critical infrastructure. Identifying and assessing the resources and capabilities of both the O‘ahu community and CEI and CLKC owners and operators will help the project stakeholders and HSEO to prioritize the list of resilience solutions for project proposals and implementation. Some of the most common types of existing resources and capabilities that shall be considered when prioritizing identification solutions include: planning and regulatory authorities; existing plans, policies and programs; administrative and technical skills with the community; and financial resources.

The CONTRACTOR shall review, refine, and revise the sample Capability Assessment Worksheet in the DHS *Infrastructure Resilience Planning Framework* in order to make it more appropriate and locally relevant for CEI and CLKC owners and operators on O‘ahu. The sample Capability Assessment Worksheet shall be revised to better suit the O‘ahu context and users’ needs. The Worksheet shall be designed for use by stakeholders and HSEO to identify all relevant programs and policies in place. These capabilities shall be sorted into categories such as: Regulatory, Administrative/Technical, Fiscal, and Utilities. The Worksheet shall also ask users to self-assess their degree of capability based on the previous Tasks, and pose a series of additional questions to assist with the self-assessment process.

Deliverables: The CONTRACTOR shall develop a revised Capability Assessment Worksheet template which shall be designed to help users walk through and document a series of regulatory, administrative and fiscal capabilities related to energy resilience. The Worksheet template shall also provide questions and prompts asking users to evaluate their current capabilities in each of the categories. The Worksheet shall be designed to help users identify their current practices related to energy resilience and hazard mitigation and shall support the identification of approaches for enhancing that resilience. The Capability Assessment Worksheet shall be provided in a format that can

readily be added as a narrative description and graphical document supplement to State and County hazard mitigation plans. An outline of the Capability Assessment Worksheet template document shall be developed, discussed, approved by HSEO, and included in the PMP before the CONTRACTOR proceeds with work on the Task. This Task shall be a section within the Final Report. In addition, submit update of Project Management Plan and Data Management Plan to detail and itemize issues/problems outcomes, limitations, concerns, recommendations, and significant changes to plans, timeline, and/or budget related to this Task for HSEO review and approval.

6.3 DEVELOP EVALUATION TOOL AND GUIDE TO SUPPORT SELECTION OF ENERGY RESILIENCE AND HAZARD MITIGATION SOLUTIONS FOR IMPLEMENTATION

After producing the list of energy resilience and hazard mitigation solutions and identifying existing resources and capabilities, there is a need to identify which public and private entities will need to act for the goals to be achieved.

The CONTRACTOR will develop an evaluation and prioritization process, tool, or evaluation guide document which will help users/project stakeholders weigh the pros and cons of the different identified energy resilience solutions. This document shall be designed to support facilitated discussions or individual or group review, and guide users through a mitigation alternatives evaluation process that qualitatively analyzes presented alternatives for enhancing resilience. Review of similar and related evaluation tools and guides from the DHS *Infrastructure Resilience Planning Framework*, FEMA's Local Hazard Mitigation Planning Handbook, FEMA's Benefit-Cost Analysis (BCA) Toolkit, NIST's Economic Decision Guide Software (EDGe\$), and other sources shall inform this task. Evaluation criteria for assessing the list of resilience solutions shall include asset, facility, system criticality, vulnerabilities, and threat/hazard likelihood, in addition the ability to meet any established goals, objectives, and performance measures of the stakeholders.

Deliverables: An outline of the evaluation tool and guide document shall be developed, discussed, approved by HSEO, and included in the PMP before the CONTRACTOR proceeds with work on the Task. The final deliverable when used can achieve the objective of enabling an efficient and effective means to evaluate and prioritize different energy resilience and hazard mitigation solutions for CEI and CLKC on O'ahu. The evaluation document shall be provided in a format that can readily be added as a narrative description and graphical document supplement to State and County hazard mitigation plans. In addition, submit update of Project Management Plan and Data Management Plan to detail and itemize issues/problems outcomes, limitations, concerns, recommendations, and significant changes to plans, timeline, and/or budget related to this Task for HSEO review and approval.

6.4 DEVELOP IMPLEMENTATION STRATEGIES FOR ENERGY RESILIENCE AND HAZARD MITIGATION SOLUTIONS

After the energy resilience and hazard mitigation solutions are evaluated and prioritized, project implementation strategies need to be developed. Implementation strategies describe how each prioritized resilience solution shall ideally be implemented and administered by the stakeholders and HSEO. The objective of this task is to develop an implementation planning Worksheet to elicit from project stakeholders critical factors relevant to project implementation, management, accountability, and evaluation. This information can be used by sponsoring or funding agencies to confirm the existence of

key elements relevant to all successful project applications. Elements that the CONTRACTOR shall consider when developing this Worksheet include: responsible party, partner agencies/private sector partners, preliminary implementation steps, estimated timeline, resources required for implementation, potential barriers to implementation and potential solutions, performance metrics, etc.

The CONTRACTOR shall review the sample Resilient Solution Strategy Identification Worksheet in the DHS *Infrastructure Resilience Planning Framework*, the State of Hawai'i Mitigation Action Worksheets in the State Multi-Hazard Mitigation Plan, and similar worksheets and forms in development of an appropriate and locally relevant Worksheet document for CEI and CLKC project managers on O'ahu. The Worksheet shall be designed for use by stakeholders, project evaluators, and HSEO to identify all relevant factors to describe how the resilience and mitigation solution will be implemented and administered by the project principals and partners.

Deliverables: The CONTRACTOR shall develop an 'implementation strategies for energy resilience and hazard mitigation solutions' Worksheet which shall be designed to help users walk through and document a series of project scope, benefits, criteria, timeline, budget, and performance metrics, etc. related to energy resilience project planning. The Worksheet shall be designed to help users identify current status, planning gaps, and administrative requirements. The Worksheet shall be provided in a format that can readily be added as a narrative description and graphical document supplement to State and County hazard mitigation plans. An outline of the Worksheet document shall be developed, discussed, approved by HSEO, and included in the PMP before the CONTRACTOR proceeds with work on the Task. This Task shall be a section within the Final Report. In addition, submit update of Project Management Plan and Data Management Plan to detail and itemize issues/problems outcomes, limitations, concerns, recommendations, and significant changes to plans, timeline, and/or budget related to this Task for HSEO review and approval.

2.4 SUCCESSION OF ADDITIONAL CONTRACTORS

In the event the State chooses to contract with another vendor to provide the services of the CONTRACTOR at the end of this contract term or upon cancellation of the Contract, or if the State contracts with one or more additional vendor, the CONTRACTOR must provide reasonable transition assistance to the State and cooperation with one or more contractors. Under no circumstances will the existing CONTRACTOR have any right to compensation for investments or other expenditures that were undertaken pursuant to, or in anticipation of, an extension of the Contract.

2.5 GENERAL RESPONSIBILITY TO COMPLY WITH STATE REQUIREMENTS

Unless otherwise provided in this RFP, the CONTRACTOR is responsible for obtaining all official licenses, approvals, clearances and similar authorizations required by any local, State, or federal agency to perform the work required in this RFP.

2.6 INHERENTLY GOVERNMENTAL FUNCTIONS

It is important to recognize, however, that the State has fundamental inherent government functions that should not be delegated to a contractor. Governmental personnel should be the only people making final decisions on proposed

CONTRACTOR's services. Federal Procurement Law defines inherent functions to be performed only by government employees. HSEO considers the following responsibilities inherently governmental:

- Determining what supplies or services are to be acquired by the Government;
- Approving any solicitation documents, to include documents defining requirements, specifications, incentives, and evaluation criteria;
- Negotiating cost and pricing;
- Awarding contracts;
- Approving post-award contract changes to include, but not limited to, ordering changes in contract scope, schedule, budget;
- Responding to evaluations of contractor performance and accepting or rejecting contractor products or services; and
- Terminating contracts.

2.7 HAWAI'I STATE ENERGY OFFICE RESPONSIBILITIES

1. Provide direction and guidance as requested.
2. Provide general information in a timely manner.
3. Pay invoices in a timely fashion upon verification of satisfactory performance.
4. Maintain an oversight and advisory role for each of the tasks outlined above.

2.8 COMPENSATION

1. The award shall be made on a firm, fixed fee, including all taxes.
2. The CONTRACTOR, and Sub-Contractor(s) if applicable, will document all expenses and expenditures in relation to this project.
3. The CONTRACTOR, and Sub-Contractor(s) if applicable, shall perform all of the above requirements within but not to exceed the amount specified by contract.

Only proposals priced not to exceed \$600,000, including all taxes, shall be considered. Funding for this project comes from the FEMA HMGP for Program Year 2020.

2.9 TERM OF CONTRACT

This shall be a multi-term contract. The term of this Contract is intended to begin on approximately June 3, 2022 and end on December 21, 2022, unless otherwise terminated pursuant to the provisions contained in the General or Special Conditions. HSEO has already submitted an extension request which is pending. Should the federal funding be extended, a contract extension may be available upon mutual agreement between the State and the CONTRACTOR. The fees and other terms and conditions shall remain substantially the same as set forth in the Contract, unless otherwise authorized by the State.

This contract is subject to the appropriation and availability of funds. The contract will be cancelled only if funds are not appropriated or otherwise made available to support continuation of performance in any fiscal period succeeding the initial term of the

contract, however, this does not affect either the State's rights or the Contractor's rights under any termination clause of the contract.

The State will notify the Contractor on a timely basis that the funds are not available for the continuation of the contract for each succeeding fiscal period. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be cancelled and the Contractor will be reimbursed the unamortized, reasonably incurred, nonrecurring costs.

All payments and term extensions are subject to the availability of funds and allotment by the Director of Finance, State of Hawai'i. The State agrees to make every reasonable effort to obtain all required approvals and perform and fulfill all requirements necessary to facilitate the availability and allotment of funds to pay CONTRACTOR's compensation under this contract; however, due to the current economic situation, early termination of the contract may be required due to potential funding reductions.

2.10 CONTRACT ADMINISTRATOR

For the purposes of this solicitation, Susan Gray-Ellis, Program Specialist, 808-587-9002, or another authorized representative, will be designated as the Contract Administrator. The Contract Administrator is the single point of contact during the procurement process. Offerors and interested persons shall direct all questions regarding the procurement process and any other procedural questions that may arise related to this solicitation and resulting Contract to the Contract Administrator. All other questions must be submitted in HlePro by the deadline for written questions.

SECTION THREE: PROPOSAL SUBMISSION AND CONTENT

3.1 OFFEROR'S AUTHORITY TO SUBMIT AN OFFER

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

3.2 REQUIRED REVIEW

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

3.2.2 Should Offeror find defects and questionable or objectionable items in the RFP, Offeror must notify DBEDT in writing prior to the deadline for written questions as stated in Section 1.5 RFP Schedule and Significant Dates, as may be 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 distribution of proposal(s) upon which award could not be made.

3.3 PROPOSAL PREPARATION COSTS

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

3.4 TAX LIABILITY

3.4.1 Work to be performed under this solicitation is a business activity taxable under HRS Chapter 237, and if applicable, taxable under HRS Chapter 238. CONTRACTOR is advised that it is liable for the Hawai'i GET at the current 4.712% for sales made on O'ahu. If, however, an Offeror is a person exempt by the HRS from paying the GET and therefore not liable for the taxes on this solicitation, Offeror must state its tax exempt status and cite the HRS chapter or section allowing the exemption.

3.4.2 Federal I.D. Number and Hawai'i General Excise Tax License I.D. Offeror must submit its current Federal I.D. No. and Hawai'i General Excise Tax License I.D. number in the space provided on the Proposal Transmittal Letter, thereby attesting that the Offeror is doing business in the State and that Offeror will pay such taxes on all sales made in the State.

3.5 PROPERTY OF STATE

All proposals become the property of the State of Hawai'i.

3.6 CONFIDENTIAL INFORMATION

- 3.6.1 All government records are open to the public unless access is restricted by law.

The Uniform Information Practices Act requires an agency to make a government record available for inspection and copying, unless the agency can show that an exception to disclosure under Section 92F-13, HRS, authorizes the agency to restrict or deny access to that record.

- 3.6.2 All Offerors are advised that confidential information in a proposal, offer, specification, protest, or correspondence may be subject to disclosure. The State may only restrict or deny access to items deemed confidential pursuant to Chapter 92F, HRS. Any data submitted to the State that the Offeror wishes to remain confidential shall be clearly marked and be readily separable from the submittal in order to facilitate eventual public inspection of the non-confidential portion of the submittal.
- 3.6.3 If an Offeror believes that any portion of a proposal, offer, specification, protest, or correspondence contains information that should be withheld from disclosure pursuant the Section 92F-13, HRS, then the Offeror shall inform the Procurement Officer named on the cover of this RFP in writing and provide the Procurement Officer with justification to support the Offeror's confidentiality claim at the time of submittal. Price is not considered confidential and will not be withheld; however, actual costs or pricing information that would enable competitors to estimate profit margins and production costs may be marked as confidential. These include selling prices, inventory balances, profit margins, purchase activity, cost of good and freight charges.
- 3.6.4 Pursuant to §3-122-63(b), HAR, the head of the purchasing agency or designee shall consult with the Attorney General and make a written determination on any request for confidentiality in accordance with Chapter 92F, HRS. If the request for confidentiality is denied, such information shall be disclosed as public information, unless the person appeals the denial to the Office of Information Practices in accordance with Section 92F-15.5(a), HRS.

3.7 EXCEPTIONS

Should an Offeror take any exception to the terms, conditions, specifications, or other requirements listed in the RFP, the Offeror must list such exceptions in the Exceptions section of the Offeror's proposal (see Section 3.10.1.c). Offeror must reference the RFP Section where exception is taken, a description of the exception taken, and the proposed alternative, if any. If none, state so in the Exceptions section of the Offeror's proposal. The State reserves the right to accept or reject any exceptions.

Offerors are cautioned that award may be made on receipt of initial proposals without clarifications or an opportunity for discussions, and the nature of exceptions will be evaluated as part of the Offeror's proposal. In the sole discretion of the State, exceptions may be evaluated to determine the extent to which the alternative language or approach poses unreasonable, and/or additional risk to the State; inhibits achieving the objectives of the RFP; or creates ambiguity making evaluation difficult and a fair resolution (available to all Offerors) impractical given the timeframe for the RFP.

No exceptions to the statutory requirements of the AG-008 General Conditions shall be considered.

3.8 PROPOSAL OBJECTIVES

- 3.8.1 One of the objectives of this RFP is to make proposal preparation simple and efficient, while giving Offerors ample opportunity to highlight their proposals. The evaluation process must also be manageable and effective.
- 3.8.2 Proposals must be prepared in a straightforward and concise manner, in a format that is reasonably consistent and appropriate for the purpose. Emphasis will be on completeness, clarity, and content.
- 3.8.3 When an Offeror submits a proposal, it must be considered a complete plan for accomplishing the tasks described in this RFP and any supplemental tasks the Offeror has identified as necessary to successfully complete the obligations outlined in this RFP.
- 3.8.4 The proposal must describe in detail the Offeror's ability and availability of services to meet the goals and objectives of this RFP as stated in Section 2.3 Scope of Work.
- 3.8.5 Offeror must submit a proposal that includes an overall strategy, timeline, and plan for the work proposed as well as expected results and possible shortfalls.

3.9 PROPOSAL FORMS

To be considered responsive, the Offeror's proposal must respond to and include all items specified in this RFP and any subsequent addendum. Any proposal offering any other set of terms and conditions that conflict with the terms and conditions provided in the RFP or in any subsequent addendum may be rejected without further consideration.

- 3.9.1 Offer Checklist. Offeror must complete and submit all items noted on the Offer Checklist form (Attachment 1).
- 3.9.2 Proposal Transmittal Letter (Attachment 2). On the Offeror's business letterhead, include a transmittal letter to confirm that the Offeror will comply with the requirements, provisions, terms, and conditions specified in this RFP. Offeror shall use the exact legal name as registered with the Department of Commerce and Consumer Affairs. The price shall be submitted on the transmittal letter and shall be the all-inclusive cost, including the GET, and not exceed \$600,000.

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 of this Contract, if awarded. Should any conflict exist, it must be disclosed. If no conflict exists, state no conflict on the transmittal letter.

This form must have an electronic signature, which is required before an award, if any, can be made. If unsigned, the offer will be automatically rejected.

- 3.9.3 Corporate Resolution (Attachment 3). On the Offeror's business letterhead, include a copy of the corporate resolution or written authorization of Offeror's representative to sign this proposal.
- 3.9.4 Qualifications Questionnaire (Attachment 4). Offeror must respond to all questions on the qualifications questionnaire form. See Attachment 4 for detailed questions.
- 3.9.5 Contractor Reference Form (Attachment 5). Offeror must use this form to provide three (3) references for previous work performed as the prime contractor and similar to this project. More recent and more relevant performance usually has a greater impact in the confidence assessment than less recent and less relevant projects. If subcontractors will be used, complete the Subcontractor Reference Form for each subcontractor. If no subcontractors will be used, disregard the subcontractor reference form.
- 3.9.6 Certificate of Vendor Compliance Form. Offeror may submit a copy of the Certificate of Vendor Compliance from Hawai'i Compliance Express, proof that one has been applied for from Hawai'i Compliance Express, or paper documentation forms from authorized agencies. Although this form is not required for proposal submission, no award can be made without verification of vendor compliance (SEE SECTION 5.3).
- 3.9.7 If Subcontractor(s) will be used, Offeror shall append a statement to the transmittal letter from each subcontractor, signed by an individual authorized to legally bind the subcontractor stating:
 - a. The general scope of work to be performed by the subcontractor; and,
 - b. The subcontractor's willingness to perform the indicated work.

3.10 PROPOSAL CONTENTS

- 3.10.1 The Proposal must be organized into sections, following this exact format using all titles, subtitles, and numbering as described below. Each section listed below must be addressed individually. Pages must be numbered consecutively.
 - a) Table of Contents. A Table of Contents must be included with each proposal. All major parts of the RFP described in proposal forms and proposal contents must be identified by referencing page number.
 - b) Forms. All forms listed in Section 3.9 Proposal Forms must be included, in the specified order stated in the solicitation.
 - c) Exceptions, if applicable. List any exception in this section. If none, state so.
 - d) Narrative project proposal for tasks as identified in Scope of Service (not to exceed 20 pages)

3.10.2 The Offeror must provide a narrative project proposal not to exceed 20 pages, excluding the forms required in this RFP, divided into four sections:

- 1) Organization's Background, Capabilities, and Staffing
- 2) Approach and Demonstration of Comprehensiveness of Proposal
- 3) Project Timeline and Budget Sheet
- 4) Sample Work comparable to this project

1) Organization's Background, Capabilities and Staffing

- A. Offeror must provide detailed descriptions of previous experience and knowledge of O'ahu's energy systems, market, environment, and policies and demonstrates their ability to perform all services including outreach and analytics per the Scope of Work.
- B. Offeror must provide a two to three page summary of the company background, including a brief history of the company, the type of business (corporation, partnership, etc.), principal owners, current organization of the company, current office location(s), local representation, and total number of employees.
- C. Offeror must provide qualifications of all proposed key personnel for this project, which should include their job titles and responsibilities, information relating to each person's length of employment, previous experience, and specialized skills (including, but not limited to: specific degrees, dates, names of previous employers, education institutions, awards or accolades). The State reserves the right to disqualify any potential Offeror that changes key personnel assigned to perform the responsibilities, prior to the execution of the Contract.
- D. Offeror must provide a statement verifying within the last 5 years that Offeror has not had any judgments, pending lawsuits or actions, adverse contract actions, suspension, or imposition of other penalties relating to failure to perform of deficiencies in fulfilling contractual obligations against the Offeror's organization.

2) Approach and Demonstration of Comprehensiveness of Proposal

- A. Offeror must include a detailed narrative including a description of the entire project, strategy, and detailed plan to effectively carry out the work of the project within the allotted timeframe.
- B. Offeror's narrative must address each deliverable as stated in Section 2.3 Scope of Work and identify how each deliverable will be executed.
- C. The detailed narrative must describe the timing and logistics of the work plan and the key issues involved, including the Offeror's personnel identified to execute each task and subtask.
- D. Offeror bids will be evaluated for professionalism and completeness, i.e., free from typos and grammatical errors, tabbed and in correct order, and all sections thoroughly addressed.

3) Project Timeline and Budget Sheet

- A. Offeror must include a timeline of the entire project in an easy to read format (e.g., Gantt chart).
- B. Offeror must include a budget sheet for the project amount of no more than \$600,000 itemizing each task.

4) Sample Work comparable to this project

Offeror must include sample work (three minimum, five maximum) that is comparable to this project. Sample work should include project overview, project description, project timeframe, project budget, and project imageries.

3.10.3 Proposals must be detailed and concise and must be structured in the form referenced in the RFP, addressing all requirements.

3.11 PROPOSAL SUBMISSION

SUBMITTAL REQUIREMENTS: ELECTRONIC SUBMITTAL ONLY VIA HlePRO

Proposals shall be submitted and received electronically through HlePRO by the date and time listed in Section 1.5 Schedule and Significant Dates. This electronically submitted offer shall be considered the original. Any offers received outside of the HlePRO, including faxed or e-mailed bids, shall not be accepted or considered for award. Any offer received after the due date and time shall be rejected (see Section 1.4 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.

Offerors are advised to carefully read Section 3.9 Proposal Forms and 3.10 Proposal Content and submit all necessary documents required for this RFP.

NO emails or facsimiles of the proposal packet will be accepted. All submittals must be made on HlePRO.

3.12 RECEIPT AND REGISTER OF PROPOSALS

3.12.1 Proposals will be received on HlePRO and receipt verified by two or more procurement officials, on or after the date and time specified in SECTION ONE, or as amended.

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

3.13 MODIFICATION PRIOR TO SUBMITTAL DEADLINE OR WITHDRAWAL OF OFFERS

- 3.13.1 The Offeror may modify or withdraw a proposal before the proposal due date and time.
- 3.13.2 Any change, addition, deletion of attachment(s) or data entry of an Offer must be made prior to the deadline for submittal of proposals.

3.14 MISTAKES IN PROPOSALS

- 3.14.1 Mistakes may not be corrected after award of Contract.
- 3.14.2 When the Procurement Officer knows or has reason to conclude before award that a mistake has been made, the Procurement Officer should request the Offeror to confirm the proposal. If the Offeror alleges a mistake, the proposal may be corrected or withdrawn pursuant to this section.
 - a) Once discussions are commenced or after best and final offers are requested, any priority-listed Offeror may freely correct any mistake by modifying or withdrawing the proposal until the time and date set for receipt of best and final offers.
 - b) If discussions are not held, or if the best and final offers upon which award will be made have been received, mistakes may be corrected to the intended correct offer whenever the mistake and the intended correct offer are clearly evident on the face of the proposal, in which event the proposal may not be withdrawn.
 - c) If discussions are not held, or if the best and final offers upon which award will be made have been received, an Offeror alleging a material mistake of fact which makes a proposal non-responsive may be permitted to withdraw the proposal if: the mistake is clearly evident on the face of the proposal but the intended correct offer is not; or the Offeror submits evidence which clearly and convincingly demonstrates that a mistake was made.
- 3.14.3 Technical irregularities are matters of form rather than substance evident from the proposal document, or insignificant mistakes that can be waived or corrected without prejudice to other Offerors; that is, when there is no effect on price, quality, or quantity. If discussions are not held or if best and final offers upon which award will be made have been received, the Procurement Officer may waive such irregularities or allow an Offeror to correct them if either is in the best interest of the State. Examples include, but are not limited to: failure of an Offeror to return the correct number of signed proposals required by the request for proposals; failure to 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 incorrect number of amendments to the request for proposal, but only if it is clear from the proposal that the Offeror received the amendments and intended to be bound by its terms; or if the missing amendment involved had no effect on price, quality or quantity.
- 3.14.4 If the State requests additional information regarding aspects of an Offeror's Offer, the Offeror shall provide the same within five (5) Business Days of the State's request, unless the State specifies another time period. Each Offeror shall submit only one (1) Offer. If an Offeror submits more than one (1) Offer,

then the State reserves the right to reject and or dismiss the Offeror from the RFP process.

3.15 NO LATE SUBMITTALS AFTER DEADLINE

Proposals received after the due date and time will be marked late and shall be ineligible for this solicitation. Any offers received outside of the HlePRO shall not be accepted. No hard copies will be accepted.

3.16 OFFER GUARANTY

An offer guaranty or performance bond is NOT required for this RFP.

SECTION FOUR: EVALUATION CRITERIA

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

The Procurement Officer, or an evaluation committee of at least three (3) qualified state employees selected by the Procurement Officer, will evaluate proposals. The evaluation will be based on the proposal contents (SECTION THREE) and on the evaluation criteria (SECTION FOUR) of this RFP.

4.1 EVALUATION OF MANDATORY REQUIREMENTS (Pass/No Pass)

HSEO Procurement Officer or his/her designee shall evaluate each submission to ensure the proposal meets the mandatory requirements as specified herein. No points will be assigned for these requirements. The purpose of this phase is to determine whether an Offeror's proposal is sufficiently responsive to the RFP to permit a complete evaluation. Each proposal will be reviewed for responsiveness. Failure to meet the mandatory requirements ("no pass") may be grounds for deeming the proposal non-responsive to the RFP and may result in non-consideration of the proposal. Proposals meeting the mandatory requirements ("pass") will be considered as per Section 4.2.

Mandatory requirements for the proposal are listed in Section 3.9 Proposal Forms and Section 3.10 Proposal Contents. The State, at its sole discretion, may deem a proposal as non-responsive (i.e., "no pass") based on a conflict of interest. Any proposal on Proposal Transmittal Letter (Attachment 2) exceeding \$600,000 shall be deemed non-responsive (i.e., "no pass").

4.2 PROPOSAL EVALUATION CRITERIA (200 TOTAL POSSIBLE POINTS)

1. Organization's Background, Capabilities, and Staffing		60
A	Offeror clearly describes relevant experience and knowledge of O'ahu energy systems, market, environment, and policies and demonstrates ability to perform all services.	35
B	Offeror's background and capabilities to perform and execute all services as categorized in the Scope of Work.	10
C	Offeror clearly identifies the roles that key team members play for specific tasks to be performed and key team members' credentials and/or qualifications.	10
D	Offeror has no judgement, adverse contract actions, suspension or other penalties relating to failure to perform.	5
2. Approach and Comprehensiveness of Proposal		95
A	Offeror's proposal clearly demonstrates a thorough understanding of the purpose and scope of the Offeror's responsibilities as related to the requirements of this RFP.	35
B	Offeror's proposal includes a work plan which clearly describes how tasks and subtasks will be executed, including work breakdown structure form and deliverable and milestone summary.	35
C	Offeror's proposal describes work plan with timing, logistics, and assigned personnel.	15
D	Proposal thoroughly addresses all sections and is free from typos and grammatical errors, tabbed and in correct order.	10
3. Project Timeline and Budget Sheet		40
A	Offeror's proposal includes comprehensive timeline of entire project which clearly describes Offeror's ability to accomplish work in the allotted timeframe.	20
B	Offeror's proposal includes itemized project budget template that clearly defines cost for each task item.	20
4. Sample Work Comparable to this Project		5
A	Offeror's proposal includes sample work from the past five years comparable to this project.	5
Total Possible Points		200

4.3 Scoring Process

The Procurement Officer or Evaluation Committee shall score proposals by reviewing the information submitted for each of the evaluation criteria above.

The Procurement Officer or 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 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 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 following formula shall be used to convert the rating for each criterion into points to determine the score for each Proposal Evaluation Criteria:

Rating for that Scoring Criteria (0 through 5) ÷ 5 (Maximum Rating Achievable)

X Possible Points for the Scoring Criteria = Points for that Scoring Criteria

SECTION FIVE: CONTRACTOR SELECTION AND CONTRACT AWARD

5.1 DISCUSSION WITH PRIORITY-LISTED OFFERORS

The State may invite Priority-Listed Offerors to discuss their proposals to ensure thorough, mutual understanding. The State may also conduct discussions with Priority-Listed Offerors to clarify issues regarding the proposals before requesting Best and Final Offers, if necessary; however, proposals may be accepted without such discussions at the discretion of the State. The State, in its sole discretion, will schedule the time and location for these discussions, generally within the timeframe indicated in Section 1.5. RFP Schedule and Significant Dates.

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

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

Proposals will be classified initially as acceptable, potentially acceptable or unacceptable. Discussion may be conducted with Priority-Listed Offerors who submit proposals determined to be acceptable or potentially acceptable of being selected for award or limited to the three (3) highest scoring Offerors who submitted acceptable proposals. The object of these discussions is to clarify issues regarding the Priority-Listed Offeror's proposals before a best and final offer, if necessary. Priority-Listed Offerors may be required to give oral presentations to ensure a thorough, mutual understanding of each proposal. A Priority-Listed Offeror that is requested to make a presentation and fails to make the presentation on the scheduled date to the Procurement Officer or Evaluation Committee will not be considered for the final award. Any and all cost incurred by a Priority-Listed Offeror in making the presentation will be the Priority-Listed Offeror's sole responsibility and will not be reimbursed by the State.

- 5.1.2. If during discussions, there is a need for any substantial clarification or change in the RFP, the RFP will be amended by an addendum to incorporate such clarification or change. Addenda to the RFP will be distributed only to the Priority-Listed Offerors who submit acceptable or potentially acceptable proposals.
- 5.1.3. Following any discussions, the Priority-Listed Offerors will be invited to submit their BAFO, if required. The Procurement Officer or evaluation committee reserves the right to have additional rounds of discussions with the Priority-Listed Offerors prior to the submission of the BAFO, if necessary.
- 5.1.4. The date and time for the Priority-Listed Offerors to submit their BAFO, if any, will be indicated via an addendum to the Priority-Listed Offerors only. If a Priority-Listed Offeror does not submit a notice of withdrawal or a BAFO, the Priority-Listed Offeror's immediately previous offer will be construed as its BAFO. BAFOs will be submitted only once unless the Chief Procurement Officer or the HOPA or designee of either officer above the level of procurement officer determines in

writing that it is in the best interest of the State to conduct additional discussions or require another BAFO.

5.2 AWARD OF CONTRACT

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

5.3 RESPONSIBILITY OF OFFERORS

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

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

If an Offeror is not compliant with the above HRS chapters at the time of award, the Offeror may not receive the award. The State reserves the right to move on to the next responsive, responsible Offeror who is compliant. The State will verify compliance on Hawai'i Compliance Express (HCE). Offerors who do not participate in HCE may submit paper compliance certificates to HSEO at the time of award.

Hawai'i Compliance Express. Vendors may use 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.

Vendors/contractors/service providers intending to use HCE to demonstrate compliance are encouraged to register with HCE prior to submitting an offer at <https://vendors.ehawaii.gov>. The annual registration fee is \$12.00 and the 'Certificate of Vendor Compliance' is accepted for the execution of contract and final payment.

Timely Registration on HCE. Vendors/contractors/service providers are advised to register on HCE as soon as possible. Although not a requirement for submission, if a vendor/contractor/service provider is not compliant at the time of award, an Offeror may not receive the award.

Vendors not utilizing HCE to demonstrate compliance shall provide paper certificates to HSEO's Contracts Office. All certificates must be valid on the date it is received by HSEO. Timely application for all applicable clearances are the responsibility of the Offeror.

Upon receipt of paper compliance documents, HSEO reserves the right to verify their validity with the respective issuing agencies. The CONTRACTOR shall maintain their compliance throughout the term of the contract.

5.4 PROPOSAL AS PART OF THE CONTRACT

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

5.5 PUBLIC EXAMINATION OF PROPOSALS

Except for confidential portions, the proposals shall be made available for public inspection upon posting of award pursuant to HRS §103D-701.

If a person is denied access to a State procurement record, the person may appeal the denial to the office of information practices in accordance with HRS §92F-15.5.

5.6 DEBRIEFING/PROTEST

A protestor may file a protest pursuant to Hawai'i Revised Statutes (HRS) §103D-701, prior to receipt of offers, on any phase of a solicitation including, but not limited to, specifications or disclosure of information marked confidential in the bid or offer. Pursuant to HAR §3-126-3, a protestor initially should seek an informal resolution of the protestor's complaint with the procurement officer named on the cover of the solicitation prior to the deadline for receipt of offers.

Pursuant to HAR §3-122-60, a non-selected Offeror may request a debriefing to understand the basis for award.

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

Any protest by the non-selected Offeror pursuant to Section 103D-701, HRS, following a debriefing shall be filed with the procurement officer within five (5) working days after the date upon which the debriefing is completed, as specified in Section 103D-303(h), HRS.

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 to the protest, provided that a protest of an award or proposed award shall be submitted in writing within five (5) working days after the posting of award of the contract under HRS 103D-303, if no request for debriefing has been made.

To expedite handling of protests, the envelope should be labeled "PROTEST" and either personally delivered to the Hawai'i State Energy Office, Attention: Susan Gray-Ellis, 235 S. Beretania Street, Room 502, Honolulu, Hawai'i, 96813 or sent via registered or certified mail, with return receipt requested.

At a minimum, the protest shall contain the following information:

- Name and address of the protestor;

- Appropriate identification of the procurement;
- A statement of the reasons for the protest; and
- Supporting exhibits, evidence, or documents to substantiate any claims unless not available with the required filing time in which case the expected availability date shall be indicated.

Any protest pursuant to HRS §103D-701 and HAR §3-122-70, must be received within the deadline specified by statute. Submit the required information, in writing, to the following procurement officer for this solicitation:

Mr. Scott J. Glenn
Chief Energy Officer
Department of Business, Economic Development, and Tourism
Hawai'i State Energy Office
Attention: Susan Gray-Ellis
235 S. Beretania St., 5th floor, Room 502
Honolulu, HI 96813

Awards, if any, resulting from this solicitation shall be posted to the State Procurement Office (SPO) website via HlePRO.

5.7 APPROVALS

Any agreement arising out of this solicitation may be subject to the approval of the Department of the Attorney General, and to all further approvals, including the approval of the Governor, as required by statute, regulation, rule, order, or other directive.

5.8 CONTRACT EXECUTION

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

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

If an option to extend is mutually agreed upon, the CONTRACTOR will be required to execute a supplement to the Contract for the additional extension period.

5.9 INSURANCE

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

a) Commercial General Liability Insurance

Commercial general liability insurance coverage against claims for bodily injury and property damage arising out of all operations, activities or contractual liability by the CONTRACTOR, its employees and subcontractors during the term of the Contract. This insurance shall

include the following coverage and limits specified or required by any applicable law: bodily injury and property damage coverage with a minimum of \$1,000,000 per occurrence; personal injury of \$1,000,000 per occurrence; and with an aggregated limit of \$2,000,000. The commercial general liability policy shall be written on an occurrence basis and the policy shall provide legal defense costs and expenses in addition to the limits of liability stated above. The CONTRACTOR shall be responsible for payment of any deductible applicable to this policy.

b) Automobile Liability Insurance

Automobile liability insurance covering owned, non-owned, leased, and hired vehicles with a minimum of \$1,000,000 for bodily injury for each person, \$1,000,000 for bodily injury for each accident, and \$1,000,000 for property damage for each accident; or a \$2,000,000.00 single limit.

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

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

5.9.3 The CONTRACTOR shall immediately provide written notice to the State should any of the insurance policies evidenced on its Certificate of Insurance form be cancelled, limited in scope, or not renewed upon expiration.

5.9.4 The certificates of insurance shall contain the following clauses:

a) "The State of Hawai'i is added as an additional insured with respect to operations performed for the State of Hawai'i."

b) "It is agreed that any insurance maintained by the State of Hawai'i will apply in excess of, and not contribute to, insurance provided by this policy."

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

5.10 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.

5.11 PAYMENT

The awarded CONTRACTOR shall submit all invoices electronically in accordance with the State's invoicing guidelines. Pursuant to HRS 103-10, the State shall have thirty (30) calendar days after receipt of invoice or satisfactory completion of deliverable to make payment. For this reason, the State will reject any offer submitted with a condition requiring payment within a shorter period of time.

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

5.12 CONTRACT INVALIDATION

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

5.13 ADA COMPLIANCE

At the request of the State, the CONTRACTOR shall produce all deliverables and reports in an accessible format that is compliant with Title II of the Americans with Disabilities Act (ADA) and Sections 504 and 508 of the Rehabilitation Act of 1973, as amended. The CONTRACTOR shall produce all reports and deliverables into the communication auxiliary aid(s), as directed by the State during the duration of the contract period.

5.14 HAWAIIAN DIACRITICAL MARKINGS

HSEO recognizes the use of diacritical markings of the (modern) Hawaiian language including the 'okina ['] or glottal stop and the kahakō [ō] or macron. The CONTRACTOR shall produce all deliverables using Hawaiian diacritical markings as directed by the State during the duration of the contract period.

SECTION SIX: ATTACHMENTS AND EXHIBITS

- Attachment 1: Offer Checklist
- Attachment 2: Proposal Transmittal Letter
- Attachment 3: Corporate Resolution
- Attachment 4: Qualifications Questionnaire
- Attachment 5: Contractor Reference Form
- Exhibit A: Overview of the RFP Process
- Exhibit B: General Provisions
- Exhibit C: General Conditions for 103D
- Exhibit D: Special Conditions

OFFER CHECKLIST			
Offeror must address ALL sections and attachments and provide the information and documentation as required in the table below. Submit this checklist with proposal.			
No.	Description	Reference in RFP	Completed
1	Offeror registered on HlePRO	Reference Section 1.4.1	<input type="checkbox"/>
2	Offer Checklist - submit checklist with all items checked "Completed." – Attachment 1	Reference Section 3.9.1	<input type="checkbox"/>
3	Table of Contents	Reference Section 3.10.1(a)	<input type="checkbox"/>
4	Proposal Transmittal Letter - Attachment 2	Reference Section 3.9.2	<input type="checkbox"/>
5	Corporate Resolution – Attachment 3	Reference Section 3.9.3	<input type="checkbox"/>
6	Qualification Questionnaire – Attachment 4	Reference Section 3.9.4	<input type="checkbox"/>
7	Contractor Reference Form – Attachment 5	Reference Section 3.9.5	<input type="checkbox"/>
8	Certificate of Vendor Compliance, proof that one has been applied for or paper documentation forms.	Reference Section 5.3	<input type="checkbox"/>
9	Certification of non-Debarment	Reference Attachment 2	<input type="checkbox"/>
10	Subcontractor(s) statement signed by an individual authorized to legally bind the subcontractor describing scope of work to be performed and willingness to perform the indicated work, if applicable.	Reference Section 3.9.7	<input type="checkbox"/>
11	Exceptions, if applicable. If none, state none.	Reference Section 3.7 & 3.10.1	<input type="checkbox"/>
12	Narrative Project Proposal - Narrative project proposal shall not exceed 20 pages, excluding the forms required in this RFP. Narrative project proposal shall be divided into four sections and address the following sections:	Reference Section 3.10.2	<input type="checkbox"/>
	1. Organization's Background, Capabilities, and Staffing	Reference Section 3.10.2	<input type="checkbox"/>
	2. Approach and Comprehensiveness of Proposal	Reference Section 3.10.2	<input type="checkbox"/>
	3. Project Timeline and Budget Sheet	Reference Section 3.10.2	<input type="checkbox"/>
	4. Sample Work comparable to this project	Reference Section 3.10.2	<input type="checkbox"/>

To be submitted on Offeror's official business letterhead

PROPOSAL TRANSMITTAL LETTER

RFP-22-031-HSEO-RCA

SOLICITATION RFP-22-031-HSEO-RCA

Mr. Scott J. Glenn
Chief Energy Officer
Department of Business, Economic Development, and Tourism
Hawai'i State Energy Office/Attn. Contracts Office
235 S. Beretania St., 5th Floor, Room 502
Honolulu, Hawai'i 96813

Dear Mr. Glenn:

The undersigned has carefully read and understands the terms and conditions specified in the General Provisions attached hereto, and in the General Conditions, by reference made a part hereof and available upon request; 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) he/she is declaring his/her offer is not in violation of Chapter 84, Hawai'i Revised Statutes, concerning prohibited State contracts, and 2) he/she 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: _____

Hawai'i 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: _____

If Offeror is a "dba" or a division of a corporation, furnish the exact legal name of the corporation under which the contract, if awarded, will be executed:

Acknowledgment of receipt of addendum/addenda issued by the Department of Business, Economic Development, and Tourism in accordance with this solicitation: Record in the space below the date of receipt for each addendum.

Addendum No. 1 _____ Addendum No. 2 _____

Addendum No. 3 _____ Addendum No. 4 _____

transaction by any governmental department or agency. If the Offeror cannot certify this statement, attach a written explanation for review by the State.

Any debarment action

Yes _____

No _____

Is yes, attach written explanation

PREFERENCES:

No preferences apply to this solicitation.

To be submitted on Offeror's official business letterhead

CORPORATE RESOLUTION

Attach here:

Corporate resolution or written authorization of Offeror's representative to sign this proposal.

QUALIFICATIONS QUESTIONNAIRE

1. How many years has your organization been in business under your present business name?
2. How many years' experience does your organization have in this field of work?
3. Show the five most recent projects your organization has completed in the past five years that are related to this project. Include at least two projects accomplished during the preceding year.

Name of Project (owner and contact information)	Project Description (Note for which Projects your organization was the prime Contractor)	Project Period (dates)	Contract Amount	Were project objectives met within budget and schedule?

4. Have you every failed to complete any work awarded to you?
If so, provide a brief description including when and where work took place and why work was not completed.
5. In the last five (5) years, has the Offeror had any judgments or pending lawsuits or actions, adverse contract actions, suspension, imposition of penalties, or other actions relating to failure to perform or deficiencies in fulfilling contractual obligations against the Offeror's organization? If yes, the Offeror must submit all non-confidential details. If none, so state.
6. Has any officer or partner of your organization in the past five years been an officer, partner, or individual of some other organization that failed to complete a contract?
If so, state name of individual, other organization and reason, therefore.
7. For what entities within the State of Hawai'i other than government agencies have you performed work for?

Name of Project (owner and contact information)	Project Description (Note for which Projects your organization was the prime Contractor)	Project Period (dates)	Contract Amount	Comments

8. For what State departments and county agencies of the State of Hawai'i have you performed work for?

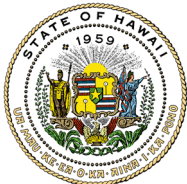
Name of Project (owner and contact information)	Project Description (Note for which Projects your organization was the prime Contractor)	Project Period (dates)	Contract Amount	Comments

9. Have you performed work for the U.S. Government? If so, list.

Name of Project (owner and contact information)	Project Description (Note for which Projects your organization was the prime Contractor)	Project Period (dates)	Contract Amount	Comments

10. Have you performed work for any other governmental agencies outside the State of Hawai'i? If so, list.

Name of Project (owner and contact information)	Project Description (Note for which Projects your organization was the prime Contractor)	Project Period (dates)	Contract Amount	Comments



CONTRACTOR REFERENCES

To be completed by the Offeror. At least three (3) references for whom services were rendered as the Prime Contractor and for work similar to this project.

PROVIDER INFORMATION

1. Name of Provider	2. Solicitation Reference Number
---------------------	----------------------------------

CLIENT #1 INFORMATION

3. Organization Name	4. Organization Address
5. Project Name	6. Project Dates Start: End:
7. Contact Name/Title Email: Phone	
8. Scope of Services	

CLIENT #2 INFORMATION

3. Organization Name	4. Organization Address
5. Project Name	6. Project Dates Start: End:
7. Contact Name/Title Email: Phone	
8. Scope of Services	

--

CLIENT #3 INFORMATION

3. Organization Name	4. Organization Address
5. Project Name	6. Project Dates Start: End:
7. Contact Name/Title Email: Phone	

8. Scope of Services

9. Additional Comments



SUBCONTRACTOR REFERENCES (If applicable)

To be completed by the Offeror.

PROVIDER INFORMATION

1. Name of Provider	2. Solicitation Reference Number
---------------------	----------------------------------

SUBCONTRACTOR #1 INFORMATION

3. Organization Name	4. Organization Address
5. Project Name	6. Project Dates Start: End:
7. Contact Name/Title Email: Phone	
8. Scope of Services to be Rendered:	

SUBCONTRACTOR #2 INFORMATION

3. Organization Name	4. Organization Address
5. Project Name	6. Project Dates Start: End:
7. Contact Name/Title Email: Phone . .	
8. Scope of Services to be Rendered.	

SUBCONTRACTOR #3 INFORMATION

3. Organization Name	4. Organization Address
5. Project Name	6. Project Dates Start: End:
7. Contact Name/Title Email: Phone	
8. Scope of Services to be Rendered.	

EXHIBIT A

OVERVIEW OF THE RFP PROCESS

1. The RFP is issued pursuant to Subchapter 6 of HAR Chapter 3-122, implementing HRS §103D-303.
2. The procurement process begins with the issuance of the RFP and the formal response to any written questions or inquiries regarding the RFP. Changes to the RFP will be made only by Addendum.
3. The register of proposals and Offerors' proposals shall be open to public inspection after posting of the award.

All proposals and other material submitted by Offerors become the property of the State and may be returned only at the State's option.

4. The Procurement Officer, or an evaluation committee approved by the Procurement Officer, will evaluate the proposals in accordance with the evaluation criteria in Section Four.
5. Proposals may be accepted on evaluation without discussion. However, if deemed necessary, prior to entering into discussions, a "priority list" of responsible Offerors submitting acceptable and potentially acceptable proposals will be generated. The priority list may be limited to a minimum of three responsible Offerors who submitted the highest-ranked proposals. The objective of these discussions is to clarify issues regarding the Offeror's proposal before the BAFO is tendered.
6. If during discussions there is a need for any substantial clarification or change in the RFP, the RFP will be amended by an addendum to incorporate such clarification or change. Addenda to the RFP will be distributed only to Priority-Listed Offerors who submit acceptable or potentially acceptable proposals.
7. Following any discussions, Priority-Listed Offerors will be invited to submit their BAFO, if required. The Procurement Officer or an evaluation committee reserves the right to have additional rounds of discussions with the top three (3) Priority-Listed Offerors prior to the submission of the BAFO.
8. The date and time for Offerors to submit their BAFO, if any, is indicated in Section 1.5, RFP Schedule and Significant Dates. If Offeror does not submit a notice of withdrawal or a BAFO, the Offeror's immediate previous offer will be construed as its BAFO.
9. After receipt and evaluation of the BAFOs in accordance with the evaluation criteria in Section Four, the Procurement Officer or an evaluation committee will make its recommendation. The Procurement Officer will award the contract 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 Section Four.
10. The contents of any proposal shall not be disclosed during the review, evaluation, or discussion. Once award notice is posted, 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 access.

11. The Procurement Officer or an evaluation committee reserves the right to determine what is in the best interest of the State for purposes of reviewing and evaluating proposals submitted in response to the RFP. The Procurement Officer or an evaluation committee will conduct a comprehensive, fair and impartial evaluation of proposals received in response to the RFP.
12. The RFP, any addenda issued, and the successful Offeror's proposal may become a part of the contract. All proposals shall become the property of the State of Hawai'i.

HAWAI'I REVISED STATUTES (HRS) CHAPTER 103D

(Updated 4/2013)

Attached are the General Provisions, dated April 2013, which are made a part of all offers in response to the solicitation for goods and services. These provisions are in addition to the General Conditions and Special Conditions.

Offerors are cautioned to read and understand all the terms and conditions contained in Exhibits B, C, and D as these provisions will also be made part of the contract for goods and services.

EXHIBIT B

GENERAL PROVISIONS FOR GOODS AND SERVICES

1. DEFINITIONS OF TERMS

Terms as used in these General Provisions, unless the context requires otherwise, must 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 Hawai'i, 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

Hawai'i 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

Hawai'i 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 must be considered a part of the General Provisions, setting forth conditions or requirements applicable to the particular project or contract under consideration must be included in the Special Provisions. Should any Special Provisions conflict with these General Provisions, said Special Provisions must 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 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 Hawai'i, 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 offers 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 must be made and replied to in writing; replies must be submitted over the signatures of the person who signs the offer. 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. OFFER 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 must be considered a part of the offer whether attached to the solicitation or not at the time of its submission. Such documents must 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 offer.

4. PREPARATION OF OFFER

An offeror may submit only one offer in response to a solicitation. If an offeror submits more than one offer in response to a solicitation, then all such offers must be rejected. Similarly, an offeror may submit only one offer for each line item (if any) of a solicitation. If an offeror submits more than one offer per line item, then all offers for that line item must 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 must include applicable Federal, State and local taxes. Any illegible or otherwise unrecognizable price offer must cause automatic rejection of the offer.

Offers submitted in response to an IFB or RFP must 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 offers on the offeror's behalf.

5. LATE OFFERS, LATE WITHDRAWALS, AND LATE MODIFICATIONS

Any notice of withdrawal, notice of modification of an offer with the actual modification, or any offer received at the place designated for receipt and opening of an offer after the time and date set for receipt and opening of offers is late. A late offer, late modification, or late withdrawal must 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 offer or late modification that will not be considered for award must 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 must be responded to with a Statement of the reason for non-acceptance of the withdrawal.

6. DISQUALIFICATION OF OFFERORS

An offeror must be disqualified and his offer 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 offers, or as amended, except as allowed in Section 3-122-29 (1), HAR.

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 must 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 must 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 must 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.

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 11-205.5, 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 must 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 must 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. EXECUTION OF CONTRACT

The following subsections must not apply to any contract in which the total amount payable to the CONTRACTOR cannot be accurately estimated at the time the contract is to be awarded:

- a. In cases where the contract award equals or exceeds the dollar level specified in Section 103D-305, HRS, the STATE must forward a formal contract to the successful offeror for execution. The contract must be signed by the successful vendor and returned, together with a satisfactory contract bond if required, and other supporting documents, within ten days after receipt by the vendor or within such further time as the procurement officer may allow.
- b. No such contract must be considered binding upon the STATE until the contract has been fully and properly executed by all the parties thereto and the State Comptroller has, in accordance with Section 103D-309, HRS, endorsed thereon a certificate that there is an appropriation or balance of an appropriation over and above all outstanding contracts, sufficient to cover the amount required by the contract; with the exception of a multi-term contract, whereby, the State Comptroller must only be required to certify that there is an appropriation or balance of an appropriation over and above all outstanding contracts, that is sufficient to cover the amount required to be paid under the contract during the fiscal year or remaining portion of the fiscal year of each term of the multi-year contract.

- c. Pursuant to the Attorney General's General Conditions (AG-008, as revised), Section 18, in any contract involving not only STATE but supplemental funds from the Federal government, this section must be applicable only to that portion of the contract price as is payable out of STATE. As to the portion of the contract price as is expressed in the contract to be payable out of Federal funds, the contract must be construed to be an agreement to pay the portion to the CONTRACTOR, only out of Federal funds to be received from the Federal government. This subsection must be liberally construed so as not to hinder or impede the STATE in contracting for any project involving financial aid from the Federal government.

12. CONTRACT BOND

- a. The requirement for contract performance and payment bonds, if any, must be stated in the Special Provisions of the solicitation.
- b. When required by the Special Provisions, a performance bond and a payment bond must 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 must 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 must 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 Section 7. 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 must be provided.

13. FAILURE TO EXECUTE CONTRACT

If the offeror to whom a contract is awarded must fail or neglect to enter into the contract, and to furnish satisfactory security as required by Section 30 within ten days after such award or within such further time as the procurement officer may allow, the purchasing agency must pay the amount of offeror's proposal guaranty, as required under Section 7, 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.

14. RETURN OF OFFER GUARANTIES

All offer guaranties submitted as required by subchapter 24, chapter 3-122, HAR, must 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.

15. PAYMENT

Section 103-10, HRS, provides that the State must 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.

16. 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 must 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 must 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.

17. 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 must 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.

GENERAL CONDITIONS

Table of Contents

	<u>Page(s)</u>
1. Coordination of Services by the STATE.....	2
2. Relationship of Parties: Independent Contractor Status and Responsibilities, Including Tax Responsibilities.....	2
3. Personnel Requirements	3
4. Nondiscrimination	3
5. Conflicts of Interest	3
6. Subcontracts and Assignments	3
7. Indemnification and Defense.....	4
8. Cost of Litigation.....	4
9. Liquidated Damages	4
10. STATE'S Right of Offset.....	4
11. Disputes	4
12. Suspension of Contract	4
13. Termination for Default.....	5
14. Termination for Convenience	6
15. Claims Based on the Agency Procurement Officer's Actions or Omissions.....	8
16. Costs and Expenses	8
17. Payment Procedures; Final Payment; Tax Clearance	9
18. Federal Funds	9
19. Modifications of Contract.....	9
20. Change Order.....	10
21. Price Adjustment	11
22. Variation in Quantity for Definite Quantity Contracts	11
23. Changes in Cost-Reimbursement Contract.....	11
24. Confidentiality of Material	12
25. Publicity	12
26. Ownership Rights and Copyright	12
27. Liens and Warranties	12
28. Audit of Books and Records of the CONTRACTOR.....	13
29. Cost or Pricing Data	13
30. Audit of Cost or Pricing Data.....	13
31. Records Retention.....	13
32. Antitrust Claims.....	13
33. Patented Articles.....	13
34. Governing Law	14
35. Compliance with Laws	14
36. Conflict between General Conditions and Procurement Rules	14
37. Entire Contract.....	14
38. Severability.....	14
39. Waiver	14
40. Pollution Control	14
41. Campaign Contributions.....	14
42. Confidentiality of Personal Information.....	14

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 for 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.



STATE OF HAWAII
SPECIAL CONDITIONS

This Contract is subject to the following terms and conditions:

1. CONTRACT EXECUTION IN COUNTERPARTS.

This Contract may be executed in one (1) or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same instrument. This Contract may be executed and delivered by any party via facsimile transmission or other electronic transmission (e.g. email).

2. AMERICANS WITH DISABILITES ACT.

The CONTRACTOR shall be responsible for producing all deliverables and reports in an accessible format that is compliant with Title II of the Americans with Disabilities Act (ADA) and Sections 504 and 508 of the Rehabilitation Act of 1973, as amended in a *native document* in an ADA-accessible format and may include, but not be limited to: a Microsoft Suite Product, Adobe Acrobat PDF format and other formats as directed by the STATE. As directed by the STATE, the CONTRACTOR shall produce all reports and deliverables into the appropriate communication auxiliary aid(s).

3. HAWAIIAN DIACRITICAL MARKINGS.

The HSEO recognizes the use of diacritical markings of the (modern) Hawaiian language including the ‘okina [‘] or glottal stop and the kahakō [ō] or macron. To the extent possible or unless waived by the STATE, the CONTRACTOR shall produce all deliverables using Hawaiian diacritical markings as directed by the STATE during the duration of the Contract period.

4. CODE OF FEDERAL REGULATIONS.

As this project is made possible through the Federal Emergency Management Agency (FEMA) Hazard Mitigation Grant Program (HMGP), the CONTRACTOR shall be subject to and abide by all terms and conditions for federal awards set forth under 2 CFR Part 200 as well as 44 CFR Parts 201 and 206.