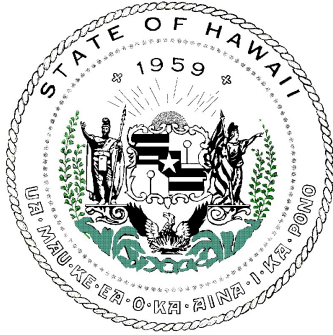




Department of Commerce and Consumer Affairs Public Utilities Commission

RELEASE DATE: NOVEMBER 3, 2025

REQUEST FOR PROPOSALS No. RFP-PUC-26-03

SEALED OFFERS FOR

State of Hawaii Public Utilities Commission Website Redesign and Modernization

**STATE OF HAWAII
DEPARTMENT OF COMMERCE & CONSUMER AFFAIRS**

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

FRIDAY, DECEMBER 5, 2025

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

Jodi Endo Chai
Procurement Officer
State of Hawaii Public Utilities Commission

RFP-PUC-26-03

Administrative Information

Title:	State of Hawaii Public Utilities Commission Website Redesign
Point of Contact:	Gerald Hew gerald.j.hew@hawaii.gov
Submit proposals electronically via Hawaii Electronic Procurement System (HlePRO):	Electronic Submission http://hiepro.ehawaii.gov
Closing Date & Time:	Friday, December 5, 2025, 2:00 p.m. HST
Cost:	State is seeking a contractor to accomplish the requirements at a fixed price not to exceed \$80,000.00. Proposal cost should include all fees, taxes, and subscriptions.
Initial Term Contract:	Approximately nine (9) months, ending mid-November 2026.
Contract Renewal Options:	One (1) 6-month renewal option or portions thereof.
Anticipated Contract Start:	Monday, February 16, 2026
Note: The mandatory 0.75% transaction fee to Hawaii Information Consortium, LLC (HIC) based on quarterly sales for awards made in HlePro to Hawaii agencies only and limited to the first year.	

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SECTION ONE

INTRODUCTION, TERMS AND ACRONYMS, KEY DATES

1.1 INTRODUCTION

The State of Hawaii Public Utilities Commission (“PUC” or the “Commission”) is seeking to procure a qualified Contractor to redesign and modernize its public-facing website (puc.hawaii.gov). The Contractor will work collaboratively with PUC staff to plan, design, develop, and launch a newly designed website that is accessible and user-centered. The contractor will also provide recommendations and guidance to support ongoing content management and maintenance, ensuring that post-launch, the website continues to serve as a clear, user-friendly and effective tool for the PUC’s efforts in engaging and providing services to stakeholders and the general public.

Established in 1913, the PUC is a quasi-judicial agency attached to the Department of Commerce and Consumer Affairs. The PUC’s mission is to serve the public by ensuring essential utility services are delivered to consumers in a safe, reliable, economical, and environmentally sound manner.

Currently, the PUC regulates approximately 2,000 entities, which include all chartered, franchised, certificated, and registered public utility companies that provide electricity, gas, telecommunications, private water and wastewater, and motor and water carrier transportation services in the state. It also oversees the administration of a One Call Center that provides advance warning to excavators of the location of subsurface installations in the area of an excavation in order to protect those installations from damage; the Telecommunications Relay Services (TRS) fund which provides intrastate TRS for the deaf, persons with hearing disabilities, and persons with speech disabilities; and the Public Benefits Fee surcharge, which is used to fund and support energy efficiency programs and services implemented by an independent third-party administrator (known as Hawai’i Energy) on the islands of Oahu, Maui, Molokai, Lanai and Hawaii.

More information about the Public Utilities Commission can be found on the [PUC website](#).

1.2 NOTICE TO OFFERORS

- 1.2.1 Offerors are encouraged to read each section of the solicitation thoroughly. It is the responsibility of the Offeror to understand the requirements.
- 1.2.2 Offerors shall note that this solicitation will result in a contract with the Hawaii Public Utilities Commission.

1.3 CANCELLATION

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

1.4 TERMS AND ACRONYMS USED THROUGHOUT THE SOLICITATION

BAFO	=	Best and Final Offer
CPO	=	Chief Procurement Officer
Contractor	=	Any individual, partnership, firm, corporation, joint venture, or other entity hired directly or through a duly authorized representative or agent for the services contemplated in this RFP
CDMS	=	PUC's Case & Document Management System
DAGS	=	Department of Accounting and General Services
DCCA	=	Department of Commerce and Consumer Affairs – the PUC is administratively attached to DCCA
ETS	=	State of Hawaii Office of Enterprise Technology Services
GC	=	General Conditions, issued by the Department of the Attorney General
GET	=	General Excise Tax
GP	=	General Provisions
HANDS	=	Hawaii Awards & Notices Data System
HAR	=	Hawaii Administrative Rules
HCE	=	Hawaii Compliance Express
HlePRO	=	State of Hawaii eProcurement
HRS	=	Hawaii Revised Statutes
HST	=	Hawaii Standard Time
Offeror	=	Any individual, partnership, firm, corporation, joint venture, or other entity submitting directly or through a duly authorized representative or agent, a proposal for the services contemplated
Procurement Officer	=	The contracting officer for the State of Hawaii, State Procurement Office, or Designee
PUC	=	State of Hawaii Public Utilities Commission
RFP	=	Request for Proposals
SaaS	=	Software as a Service
Selected Service Provider	=	The Offeror awarded the contract by the Commission to provide professional services for the State upon mutual agreement
State	=	State of Hawaii, including its departments, agencies, and political subdivisions

1.5 RFP SCHEDULE AND SIGNIFICANT DATES

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

Activity	Scheduled Dates
Release of Request for Proposals	Monday, November 3, 2025
Deadline to submit written questions due in HlePRO	Monday, November 17, 2025, 2:00 pm HST
Response to Questions and of RFP addendums (if applicable)	Monday, November 24, 2025
Closing date-RFP Proposals via HlePro	Friday, December 5, 2025, 2:00 pm HST
Proposal review period	December 5– 16, 2025
Discussions with Priority-Listed Offeror(s)*	December 16 - 23, 2025
Deadline for Best and Final Offer*	Friday, January 9, 2026, 2:00 pm HST
Notice of Award	On or around January 16, 2026
Contract Start Date (work begins)	On or around February 16, 2026

*If determined necessary by the PUC.

Note: **All deadlines are 4:30 PM (HST), unless otherwise stated.** Potential Offerors must adhere to the specified activity's due date and specified time.

1.6 QUESTIONS AND ANSWERS PRIOR TO OPENING OF PROPOSAL

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

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

1.7 PROPOSAL COSTS

The Offeror shall be responsible for all costs incurred in preparing or responding to this RFP.

The State will not be liable for any costs, including discussions, incurred by any Offeror in responding to this RFP, even if the State cancels this RFP or does not award a Contract through this process.

1.8 NEWS RELEASE

News releases pertaining to this RFP shall not be made without prior approval by the PUC.

1.9 SELECTION OF SUCCESSFUL PROPOSAL AND NOTICE OF INTENT TO AWARD

The PUC reserves the right to make an award on receipt of initial proposals. Therefore, Offerors are encouraged to submit their most favorable proposal at the time established for receipt of proposals. Offerors not meeting the minimum level requirements identified in the RFP shall be ineligible for further consideration. The PUC may conduct discussions with Offerors in the competitive range in order to promote understanding of the PUC's requirements and the Offeror's proposal, clarify requirements and make adjustments in price or services to be performed. Changes to proposals, if permitted, will be requested in writing from Offerors. Any written response becomes part of and is incorporated into the RFP.

1.10 PARENT COMPANY

If an Offeror is owned or controlled by a parent company, the name, main office address and parent company's tax identification number shall be provided in the proposal.

1.11 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

1.11.1 Offeror Certification

By submission of its proposal, each Offeror (and in the case of a joint proposal, each party thereto) certifies that in connection with this RFP:

- a) The prices in the proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidding Offeror or with any competitor.
- b) Unless otherwise required by law, the prices which have been quoted in the proposal have not been knowingly disclosed by the Offeror and will not knowingly be disclosed by the Offeror prior to opening, directly or indirectly, to any other bidding offeror or to any competitor; and

No attempt has been made or will be made by the Offeror to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

1.11.2 Individual Certification

The person submitting the proposal on behalf of the Offeror certifies that:

- a) They are the person in the Offeror's organization responsible within that organization for the decision as to the prices being offered in the proposal and that they have not participated, and will not participate, in any action contrary to Section 1.11.1; or
- b) They are not the person in the Offeror's organization responsible within that organization for the decision as to the prices being offered in the proposal, but that they have been authorized in writing to act as an agent for the person(s) responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to Section 1.11.1, and as their agent does hereby so certify.

1.12 ORDER OF PRECEDENCE

In the event of any conflict or inconsistency between terms of this RFP and the proposal, such conflict or inconsistency shall be resolved first by giving effect to the terms and conditions of the RFP, and second, to the proposal.

SECTION TWO

BACKGROUND AND SCOPE OF WORK

2.1. PROJECT OVERVIEW AND OBJECTIVE

The State of Hawaii Public Utilities Commission is requesting proposals for a qualified Contractor to redesign and provide multimedia assets and implementation instructions to enhance the PUC website to deliver information in an intuitive, searchable, accessible, and visually engaging manner, while ensuring ease of content management, maintenance and operations by PUC Communications and IT staff. The design will be deployed to the PUC's WordPress website hosted by ETS and use the State's Block Theme Template.

The PUC's website serves as an essential public resource for residents, businesses and other stakeholders. As expectations for digital access and usability continue to evolve, the PUC recognizes that its current website no longer fully meets the needs of its diverse users.

An improved website is necessary to:

- **Enhance access to important information** for stakeholders, which includes businesses we regulate, customers of regulated utilities and the public.
- **Encourage public engagement** by providing clearer, more accessible information about how to submit comments, participate in hearings, and Commission decisions and policies.
- **Ensure equity in access** by adhering to the Hawaii Electronic Information Technology Disability Access Standards and mobile-responsive design, so that all users — regardless of ability, device, or digital literacy — can successfully obtain information and interact with the PUC via the website.
- **Support businesses and regulated entities** by making it easier to find information about the application process, compliance requirements, etc.
- **Improve operational efficiency** by reducing the need for staff to handle routine inquiries that could be addressed through a more intuitive site layout, improved search, and/or utilization of AI features, such as a chatbot.

The redesign and modernization will ensure the PUC website serves as an effective platform that supports the agency's regulatory responsibilities and enhances delivery of public services.

2.2. SCOPE OF WORK

The selected vendor will be responsible for redesigning and modernizing the PUC's public-facing website leveraging ETS's WordPress hosting service and State's Block Theme Template. The Contractor will work collaboratively with PUC staff to deliver a new website that is accessible, user-friendly, and easy to maintain. The primary audience for website includes PUC regulated entities, parties to PUC Cases and Dockets, customers of regulated entities, and the general public.

Specifically, the vendor will:

Conduct preliminary information gathering:

- Engage with internal stakeholders by scheduling and coordinating discovery sessions, feedback meetings, and reviews.
- Provide feedback mechanisms for external audiences to obtain feedback on existing website and identify opportunities for improvement

Develop a website content strategy:

- To improve the site's information architecture and organization.
- To standardize indexing of content that is logical and intuitive for users and search.
- To identify content that is outdated, redundant, missing, or needs to be improved and provide recommendations for updating.
- Include process to easily manage and update content by PUC IT and Communications staff (PUC IT & Coms).

Design Criteria:

- Develop a modern web design that combines clean and professional aesthetics, responsive layouts, and user-friendly and intuitive navigation and search to create a visually compelling, functional, and user-centric website that fosters a sense of trustworthiness.
- Modify the block theme's cascading style sheet colors and cohesive branding that distinguishes the PUC as an agency within the State of Hawaii that builds trust and recognition across all PUC external collateral material.
- Blend WordPress redesigned functionality and content with PUC's CDMS eServices Salesforce Community portal (<https://hpuc.my.site.com/>).
- Design a mobile-responsive design that scales seamlessly across desktop, tablet, and mobile devices, maintaining full functionality and a consistent visual experience.
- Explore and potentially implement AI-powered features, such as a chatbot or virtual assistant, to assist users in finding information and completing forms or applications to improve self-service capabilities.

Technical Requirements:

- Website design to be hosted on ETS's WordPress SaaS.
- Design will work within the State's Block Theme Template. See Attachment 4. Web Style Guide.
- Meet the Hawaii Electronic Information Technology Disability Access Standards (Attachment 5.).
- Design may leverage ETS approved WordPress plugins. For other plugins, the contractor must work with PUC IT staff to have them approved by ETS.
- Design and functionality must be compatible with the latest versions of all major browsers (e.g., Chrome, Edge, Firefox).
- Leverage Google Analytics for monitoring website traffic and user engagement to drive website redesign and content strategy.

- All functionalities must meet government and industry standard security and data privacy standards.
- Design should prioritize low-code/no-code philosophy, minimizing the need for custom code.
- Design for easy system admin maintenance by PUC staff without vendor support and minimize risk of conflicts with future WordPress or block templates update.

Deliverables:

- Project Plan that includes but not limited to:
 - Project team
 - Schedule
 - Deliverables details
 - Process for discovery sessions to obtain feedback from stakeholders
- Requirements Traceability Matrix (RTM) provided before start of project, with weekly updates, and a final completed RTM that is accepted by PUC before ending the project.
- Initial Findings Reports that includes:
 - Findings from the stakeholder discovery sessions and information gathering.
 - Current site content inventory and site map.
 - Analysis of initial findings to include improvement of website design and content.
- Initial Design Report that includes:
 - Design mockups.
 - Website Content Strategy documentation, workflow maps, and wireframe models.
- Provide multimedia and other assets required for redesign. Include assets' electronic files to be implemented in redesign and the original editable working file editable by PUC staff (e.g., Adobe Photoshop, Premier, Illustrator).
- Provide User Acceptance Testing (UAT) documentation and system training prior to UAT.
 - System Administrator procedural manual/guide that includes system technical documentation, deployment and roll-back scripts, specifications, and maps.
 - User procedural manuals/guides
 - UAT Scripts for testing
 - Administrator, User, and UAT training
 - All manuals/guides, scripts, and training material to be accepted by PUC.
- Conduct UAT
 - Deploy design to PUC's Wordpress development environment for UAT.
 - Pass ETS Siteimprove platform accessibility compliance testing.
 - Quality assurance testing across devices and major browsers.
 - Review and report on UAT results and implement bug fixes and enhancements required by PUC to meet project goals and scope of work.
 - Rerun UAT if requested by PUC due to the number or complexity of bug fixes and enhancements.
- Deploy to production environment
 - Coordinate with PUC IT & Coms to prepare and update live content and to upload or generate new content and assets to production environment.
 - Assist PUC IT with deployment.

- Conduct and report on results from smoke test to ensure full functionality of design post deployment.
- Assist PUC IT & Coms with post deployment clean-up of data and content.
- Provide a Project Manager Closing Report to include but not limited to final information about the project deliverables, scope, milestones, lessons learned, and recommendations.

2.3. HAWAII DEPARTMENT OF COMMERCE AND CONSUMER AFFAIRS, PUBLIC UTILITIES COMMISSION RESPONSIBILITIES

The PUC will be responsible for the following:

- Designating a project lead and internal team to serve as the primary points of contact for the Contractor and to provide timely input, approvals, and decision-making.
- Providing access to existing website assets, including current content, data analytics, design files, documentation, and any applicable templates, or style/branding guidelines.
- Facilitating engagement with internal stakeholders by scheduling and coordinating discovery sessions, feedback meetings, and reviews.
- Reviewing and approving project deliverables in a timely manner, including wireframes, design mockups, content outlines, and final site components.
- Providing written content or source material for all website pages.
- Managing internal review processes with relevant sections of the PUC, such as Communications, IT and other sections of the agency, as well as other state departments.
- Coordinating with the State of Hawaii Office of Enterprise Technology Services to ensure the redesigned site complies with state web standards, branding policies, and technical requirements.
- Participating in any training sessions provided by the vendor.
- Assuming day-to-day content management and website maintenance post-launch.
- Providing or coordinating translation of content into additional languages, as required.
- Planning and managing internal and external communications regarding the redesigned website launch, downtime, or major website changes.

2.4. TERM OF CONTRACT

The contract is intended to begin February 16, 2026. Unless terminated, the Contractor will remain under contract until the completion of its duties. The Commission anticipates this contract will last a minimum of nine (9) months.

Unless terminated, the Contractor and the State may extend the term of the contract for one (1) additional six (6)-month period or portions thereof without the necessity of re-soliciting, upon mutual agreement in writing at least sixty (60) days prior to the expiration of the contract. The contract price or commission paid to the Contractor for the extended period shall remain the same or as described in the offer.

When interests of the State or the Contractor so require, the State or the Contractor may terminate the contract for convenience by providing six (6) weeks prior written notice to the other party.

2.5. BUDGET

For this contract, the budget may be structured on a time and materials basis, or another structure proposed by the Offeror, and will be treated as a not-to-exceed budget. The contract budget amount will be determined by the Commission. Proposals shall include budget and cost estimates, including all rates, taxes, fees, and other costs. No work shall be conducted under the auspices of any contract resulting from this RFP unless and until it is approved in writing by the Commission.

2.6. KEY PERSONNEL

For this contract, once a bid is awarded there shall be no changes to key personnel listed in the RFP without approval by the Commission. If any key personnel are removed or reassigned by the Contractor, the Contractor shall submit the name and resume of proposed substitute personnel for Commission review and approval. If the Commission does not approve the substitute, the Contractor shall submit names and resumes of other proposed substitutes to the Commission until one is approved.

2.7. SUBCONTRACTORS

Offerors may consider inclusion of a subcontractor, or subcontractors, in their proposal. The Offeror should describe in detail if and how a subcontractor will be utilized to complete aspects of the proposed workplan.

2.8. CONTRACT ADMINISTRATOR

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

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

SECTION THREE

PROPOSAL FORMAT AND CONTENT

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

It is important that proposals be complete. In the event an Offeror chooses not to respond to any section of the response format, the Offeror should then, in place of the appropriate section, indicate its reason for the omission of a response. In addition, Offerors should address any and all anticipated difficulties and problem areas along with potential approaches to their resolution.

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

3.1. OFFEROR'S AUTHORITY TO SUBMIT AN OFFER

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

The Selected Service Provider will be required to assume responsibility for the life of the contract for all contractual activities, products, and deliverables identified in the RFP and offered in the Selected Service Provider's accepted proposal whether or not the Selected Service Provider directly performs or provides them.

Further, the Selected Service Provider will be considered to be the sole point of contact with regard to contractual matters. If it is known that a part of the work is to be subcontracted or provided by a third party, the Selected Service Provider's proposal shall include, at a minimum, the following information:

- List of all known subcontractors, manufacturers, and other providers of products or services;
- Names and addresses of all subcontractors, manufacturers, and other providers of products or services;
- Description of work to be subcontracted and products to be provided by third parties;
- Descriptive information concerning the organization of all subcontractors and third parties;
- Descriptive information about the previous relevant experience of all subcontractors and third parties and their proposed staffs;

- Descriptive information relating to the nature and duration of the previous relationship of all subcontractors and third parties with the Offeror; and
- Explanation of any existing contractual relationships between the Offeror and subcontractors, or among subcontractors.

3.2. REQUIRED REVIEW

- 3.2.1. Before submitting a proposal, each Offeror must thoroughly and carefully examine this RFP, any attachment, addendum, and other relevant document, to ensure Offeror understands the requirements of the RFP. Offeror must also become familiar with State, local, and Federal laws, statutes, ordinances, rules, and regulations that may in any manner affect cost, progress, or performance of the work required.
- 3.2.2. Should Offeror find defects and questionable or objectionable items in the RFP, Offeror shall notify the PUC in writing prior to the deadline for written questions as stated in the RFP *Schedule and Significant Dates*, or as amended. This will allow the issuance of any necessary corrections and/or amendments to the RFP by addendum and mitigate reliance of a defective solicitation and exposure of proposal(s) upon which award could not be made.

3.3. PROPOSAL PREPARATION COSTS

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

3.4. TAX LIABILITY

- 3.4.1. Work to be performed under this solicitation is a business activity taxable under HRS Chapter 237, and if applicable, taxable under HRS Chapter 238. Contractor is advised that they are liable for the Hawaii GET at the current applicable rate. If, however, an Offeror is a person exempt by the HRS from paying the GET and therefore not liable for the taxes on this solicitation, Offeror shall state its tax-exempt status and cite the HRS chapter or section allowing the exemption.
- 3.4.2. Federal I.D. Contractor is advised that in addition to the current applicable rate, they are also liable for County surcharge on state tax under HRS §238-2.6. The following counties surcharge rates and effective dates are:
 - City and County of Honolulu: 0.5% effective January 1, 2007 to December 31, 2030.
 - County of Kauai: 0.5% effective January 1, 2019 to December 31, 2030.
 - County of Hawaii: 0.25% effective from January 1, 2019 to December 31, 2019, and 0.5% January 1, 2020 – December 31, 2030.
 - County of Maui: 0.5% is effective January 1, 2024 to December 31, 2030.

- 3.4.3. Federal I.D. Number and Hawaii General Excise Tax License I.D. Number are required. Offeror shall submit its current Federal I.D. Number and Hawaii General Excise Tax License I.D. Number in the space provided on Offer Form, page OF-1, thereby attesting that the Offeror is doing business in the State and that Offeror will pay such taxes on all sales made to the State.

3.5. PROPERTY OF THE STATE

All proposals become the property of the State of Hawaii.

3.6. CONFIDENTIAL INFORMATION

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

3.7. COMPLIANCE AND DEVIATIONS

All Offerors shall submit positive statements with respect to their willingness to comply with all work requirements and the terms and conditions specified in this RFP. All Offerors must clearly describe and explain any proposed deviations from or changes to the RFP requirements for consideration by the PUC. The PUC reserves the right to reject any proposal including such deviations or changes.

No deviations to statutory requirements of the AG General Conditions shall be considered.

3.8. EXCEPTIONS

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

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

3.9. PROPOSAL OBJECTIVES

- 3.9.1. One of the objectives of this RFP is to make proposal preparation easy and efficient, while giving Offerors ample opportunity to highlight their proposals. The evaluation process must also be manageable and effective.
- 3.9.2. Proposals shall be prepared in a straightforward and concise manner, in a format that is reasonably consistent and appropriate for the purpose. Emphasis will be on completeness and clarity and content.
- 3.9.3. When an Offeror submits a proposal, it shall be considered a complete plan for accomplishing the tasks described in this RFP and any supplemental tasks the Offeror has identified as necessary to successfully complete the obligations outlined in this RFP.
- 3.9.4. The proposal shall describe in detail the Offeror's ability and availability of services to meet the goals and objectives of this RFP as stated in Section 2.2.
- 3.9.5. Offeror shall submit a proposal that includes an overall strategy, timeline and plan for the work proposed as well as expected results and possible shortfalls.

3.10. PROPOSAL FORMS

- 3.10.1. To be considered responsive, the Offeror's proposal shall respond to and include all items specified in this RFP and any subsequent addendum. Any proposal offering any other set of terms and conditions that conflict with the terms and conditions providing in the RFP or in any subsequent addendum may be rejected without further consideration.
- 3.10.2. Offer Form, Page OF-1. Offer Form, OF-1 is required to be completed using Offeror's exact legal name as registered with the Department of Commerce and Consumer Affairs, if applicable, in the appropriate space on Offer Form, OF-1 (SECTION SEVEN, Attachment 1). Failure to do so may delay proper execution of the Contract.

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

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

3.11. PROPOSAL CONTENTS

Proposals must:

- 3.11.1. Include a transmittal letter to confirm that the Offeror shall comply with the requirements, provisions, terms, and conditions specified in this RFP.
- 3.11.2. Include a signed Offer Form OF-1 with the complete name and address of Offeror's firm and the name, mailing address, and telephone number of the person the State should contact regarding the Offeror's proposal.

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

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

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

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

3.11.4. Provide all of the information requested in this RFP in the order specified.

3.11.5. Be organized into sections, following the exact format using all titles, subtitles, and numbering, with tabs separating each section described below. Each section must be addressed individually and pages must be numbered.

- a) Transmittal Letter: See SECTION SEVEN, Attachment 1, Offer Form OF-1
- b) Table of Contents: A Table of Contents must be included with each proposal. All major parts of the proposal shall be identified by referencing page number.
- c) Executive Summary: The executive summary [not to exceed one (1) page] is to briefly describe the Offeror's Proposal. This summary should highlight the major features of the Proposal. Response should demonstrate the Offeror's understanding of and ability to meet the requirements. The State should be able to determine the essence of the Proposal by reading the executive summary.
- d) Experience and Capabilities.
 - 1. A complete, relevant, and current client listing, including any clients that appear before the PUC.
 - 2. A client list of the top 20 accounts.

3. The number of years Offeror has been in business and the number of years Offeror has performed services specified by this RFP.
 4. A list of key personnel and associated resumes for those who will be dedicated to this project. The PUC reserves the right to disqualify any Offeror that changes key personnel prior to the execution of the contract.
 5. A list of the Offeror's experience working with State regulatory commissions or government entities in areas related to the required services specified by this RFP.
 6. A list of at least three (3) references from the Offeror's client listing that may be contacted by the State as to the Offeror's past and current job performance. These shall be references for which the Offeror has successfully provided services on projects that were similar to those specified by this RFP in their nature, size, and scope of work. Offeror shall provide names, titles, organizations, telephone numbers, email and postal addresses.
 7. A summary listing of judgments or pending lawsuits or actions against; adverse contract actions, including termination(s), suspension, imposition of penalties, or other actions relating to failure to perform or deficiencies in fulfilling contractual obligations against your firm. If none, so state.
 8. A list of sample projects and/or examples of written plans.
- e) Proposal including an overall strategy, timeline and plan. Including:
1. Technical Approach: Include proposed methodology to fulfill the requirements, demonstrating an understanding of the outlined deliverables.
 2. Offeror is expected to provide as much detail as necessary for the State to gain a solid understanding of how Offeror proposes to meet the requirements for the Work, i.e., overall approach and philosophy, benchmarks and measurement, anticipated activities and tasks, number of personnel assigned or involved, identification of who is performing work (prime vs. subcontractor(s)), on-site work vs. off-site work, description of reports, briefings, etc. Provide samples of reports.
 3. Must also include an organization chart, and staffing approach (to include all subcontractors).
- f) Pricing. See SECTION SEVEN, Attachment 2, Offer Form OF-2.
- g) Exceptions.
- 3.11.6. If one or more subcontractors will be used, a statement shall be submitted by each subcontractor, signed by an individual authorized to legally bind the subcontractor and stating:

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

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

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

3.12. RECEIPT AND REGISTRATION OF PROPOSALS

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

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

3.13. BEST AND FINAL OFFER (BAFO)

If the State determines a BAFO is necessary, it shall request one from the Offeror. The Offeror shall submit its BAFO and any BAFO received after the deadline or not received shall not be considered.

3.14. MODIFICATION PRIOR TO SUBMITTAL DEADLINE OF WITHDRAWAL OF OFFERS

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

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

3.15. MISTAKES IN PROPOSALS

- 3.15.1. Mistakes shall not be corrected after award of contract.
- 3.15.2. When the Procurement Officer knows or has reason to conclude before award that a mistake has been made, the Procurement Officer should request that the Offeror confirm the proposal. If the Offeror alleges mistake, the proposal may be corrected or withdrawn pursuant to this section.
- 3.15.3. Once discussions are commenced or after best and final offers are requested, any priority-listed Offeror may freely correct any mistake by modifying or withdrawing the proposal until the time and date set for receipt of best and final offers.
- 3.15.4. If discussions are not held, or if the best and final offers upon which award will be made have been received, mistakes shall be corrected to the intended correct offer whenever the mistake and the intended correct offer are clearly evident on the face of the proposal, in which event the proposal may not be withdrawn.
- 3.15.5. If discussions are not held, or if the best and final offers upon which award will be made have been received, an Offeror alleging a material mistake of fact which makes a proposal non-responsive may be permitted to withdraw the proposal if: the mistake is clearly evident on the face of the proposal but the intended correct offer is not; or the Offeror submits evidence which clearly and convincingly demonstrates that a mistake was made.

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

SECTION FOUR

EVALUATION PROCESS AND CRITERIA

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

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

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

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

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

1) Cost of services (10)

In accordance with HAR §3-122-52 and HRS Chapter 103D, the proposal with the lowest cost factor, based on the total cost for the initial contract period (not to exceed \$80,000.00, tax inclusive, for 12 months) must receive the highest available rating allocated to cost. Additionally, the points allocated to higher-priced proposals must be equal to the lowest proposal price multiplied by the maximum points available for price, divided by the higher proposal price.

Offerors are also encouraged to identify more clearly what “additional services” may be included, particularly to address the request in Section 2.3.3 of this document, and provide a cost proposal for this portion of scope (apart from the primary scope cost of services in paragraph above).

2) Experience & Professional Qualifications (30)

The evaluation will include an assessment of the Offeror’s organization, including but not limited to depth of experience in communications and outreach consulting work and knowledge of Hawaii’s energy landscape.

This evaluation will also include an assessment of the experience and professional qualifications of the proposed personnel as it relates to the requirements of this RFP and professional references from clients.

3) Capabilities and Demonstrated Success (30)

The evaluation will include an assessment of the Offeror’s proposed personnel’s capabilities, demonstrated success with similar outreach and communications projects,

with particular demonstration of Hawaii-based community engagement, experience working with government agencies and stakeholders, and success with strategic plan development. Offeror's are also encouraged to submit examples of challenges faced in their community engagement work.

4) Project Proposal (30)

The evaluation will include an assessment of the overall strategy in the project proposal, including methodology, timeline, and deliverables, as presented in the Offeror's response to the requested Scope of Services.

SECTION FIVE

CONTRACTOR SELECTION AND CONTRACT AWARD

5.1. EVALUATION OF PROPOSALS

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

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

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

5.2. DISCUSSION WITH PRIORITY LISTED OFFERORS

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

5.3. AWARD OF CONTRACT

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.

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

5.4. RESPONSIBILITY OF OFFERORS

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

- a) Chapter 237, General Excise Tax Law;
- b) Chapter 383, Hawaii Employment Security Law;
- c) Chapter 386, Worker's Compensation Law;

- d) Chapter 392, Temporary Disability Insurance;
- e) Chapter 393, Prepaid Health Care Act; and
- f) §103D-310(c), Certificate of Good Standing (COGS) for entities doing business in the State.

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

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

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

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

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

5.5. PROPOSAL AS PART OF THE CONTRACT

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

5.6. PUBLIC EXAMINATION OF PROPOSALS

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

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

5.7. DEBRIEFING

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

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

Any protest by the requestor following a debriefing, shall be filed within five (5) working days, as specified in HAR §103D-303(h).

5.8. PROTEST PROCEDURES

Pursuant to HRS §103D-701 and HAR §3-126-3, an actual or prospective Offeror who is aggrieved in connection with the solicitation or award of a contract may submit a protest.

Any protest shall be submitted in writing to the Executive Officer at:

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

A protest shall be submitted in writing within five (5) working days after the aggrieved person knows or should have known of the facts giving rise thereto; provided that a protest based upon the content of the solicitation shall be submitted in writing prior to the date set for receipt of offers. Further provided that a protest of an award or proposed award shall be submitted within five (5) working days after the posting of award or if requested, within five (5) working days after the PO's debriefing was completed.

5.9. APPROVALS

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

5.10. CONTRACT EXECUTION

Successful Offeror receiving award shall enter into a formal written contract in the form as in Exhibit B. No performance or payment bond is required for this contract.

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

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

5.11. INSURANCE

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

- a) 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 and advertising injury of \$1,000,000 per occurrence; broadcasters' liability insurance of \$1,000,000 per occurrence; and with an aggregated limit of \$2,000,000. The commercial general liability policy shall be written on an occurrence basis and the policy shall provide legal defense costs and expenses in addition to the limits of liability stated above. The Contractor shall be responsible for payment of any deductible applicable to this policy.
- b) 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.
- c) Appropriate levels of per occurrence insurance coverage for workers' compensation and any other insurance coverage required by Federal or State law.

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

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

5.11.4. The certificates of insurance shall contain the following clauses:

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

5.11.5. 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.

5.12. PAYMENT

Incremental payments shall be made to the awarded Contractor on a monthly basis, upon receipt of reports that meet the expectations of the RFP. The receipt of monthly reports shall be due based on the timeline submitted by the Contractor in the proposal, or as amended. This section will be adjusted according to scope of work.

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

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

No changes to this RFP are allowed unless and until the State approve the changes in writing. These include changes to milestones, deliverables, or other material items.

An itemized invoice identifying the Offer's personnel, the labor category, hours, and labor rate needs to be provided.

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

5.13. CONTRACT INVALIDATION

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

SECTION SIX

SPECIAL PROVISIONS

6.1. OFFER GUARANTY

A proposal security deposit is NOT required for this RFP.

6.2. INTELLECTUAL PROPERTY RIGHTS

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

6.3. TERMINATION FOR CONVENIENCE OR UNAVAILABILITY OF FUNDS

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

6.4. CERTIFICATION OF OFFEROR CONCERNING WAGES, HOURS AND WORKING CONDITIONS OF EMPLOYEES SUPPLYING SERVICES

All Offerors for service contracts shall comply with section 103-55, Hawaii Revised Statutes, which provides as follows:

Wages, hours, and working conditions of employees of Contractor supplying services: Before any prospective Offeror is entitled to submit any offer for the performance of any contract to supply services in excess of \$25,000 to any governmental agency, Offeror shall certify that the services to be performed will be performed under the following conditions:

- a) Wages: The services to be rendered shall be performed by employees paid at wages or salaries not less than the wages paid to public officers and employees for similar work.
- b) Compliance with labor laws: All applicable laws of the Federal and State governments relating to workers compensation, unemployment compensation, payment of wages, and safety will be fully complied with.

No contract to perform services for any governmental contracting agency in excess of \$25,000 shall be granted unless all the conditions of this section are met. Failure to comply with the conditions of this section during the period of the contract to perform services shall result in cancellation of the contract.

It shall be the duty of the governmental contracting agency awarding the contract to perform services in excess of \$25,000 to enforce this section.

This section shall apply to all contracts to perform services in excess of \$25,000, including contracts to supply ambulance service and janitorial service. This section shall not apply to:

- a) Managerial, supervisory, or clerical personnel.
- b) Contracts for supplies, materials, or printing.
- c) Contracts for utility services.
- d) Contracts to perform personal services under paragraphs (2), (3), (12), and (15) of section 76-16, paragraphs (7), (8), and (9) of section 46-33, and paragraphs (7), (8), and (12) of section 76-77, Hawaii Revised Statutes, (HRS).
- e) Contracts for professional services.
- f) Contracts to operate refreshment concessions in public parks, or to provide food services to educational institutions.
- g) Contracts with nonprofit institutions.

6.5. SPECIAL CONDITIONS

- a) The State does not indemnify parties to a contract.

Contractor shall be responsible for damage or injury caused by the Contractor's officers and employees acting within the scope of their employment, provided that the Contractor's liability for such damage or injury has been determined by a court or agreed to by the Contractor. The Contractor shall pay for such damage and injury, provided that funds are appropriated and allotted for that purpose.

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

- c) "Contractor" means the same as the appointment of "other assistants" in HRS § 269-3, provided that, consistent with Paragraph 2 of the General Conditions, Contractor is an independent contractor and Contractor and its employees and agents are not employees or agents of the State for any purpose.

- d) General Conditions, Subparagraph 2.f., regarding insurance coverage, is supplemented as follows:

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

- e) General Conditions, Subparagraph 3.b., regarding Contractor experience, is supplemented as follows:

The Contractor acknowledges that the issues the State must address and resolve under this Contract are multiple and complex, involving disciplines that include, but

are not limited to, information technology, accounting, economics, and utility regulation.

- f) General Conditions, Paragraph 5., Conflicts of Interest, is supplemented as follows:

The Contractor acknowledges that it has no conflicts of interest in working as a consultant or expert for the State on matters under this Contract. If, while working as a consultant or expert for the State, the Contractor should identify any potential or actual conflicts of interest in future dockets or other proceedings before the Commission, the Contractor shall immediately notify the State about the existence and nature of such potential or actual conflicts.

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

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

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

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

1. Contract for Goods and Services;
2. Contractor’s Standards of Conduct Declaration;
3. Scope of Services, Attachment-S1;
4. Contractor’s Proposal, Exhibit A;
5. Compensation and Payment Schedule, Attachment-S2;
6. Time of Performance, Attachment-S3;
7. Certificate of Exemption from Civil Service, Attachment-S4;
8. Special Conditions, Attachment-S5;
9. General Conditions; and
10. “Hawaii Public Utilities Commission’s Billing Requirements and Travel Guidelines”, Exhibit B.

SECTION SEVEN

ATTACHMENTS AND EXHIBITS

- Attachment 1: OFFER FORM, OF-1
- Attachment 2: OFFER FORM, OF-2
- Attachment 3: AG GENERAL CONDITIONS
- Attachment 4: WEB STYLE GUIDE
- Attachment 5: HAWAII ELECTRONIC INFORMATION TECHNOLOGY
DISABILITY ACCESS STANDARDS
- Exhibit A: GENERAL PROVISIONS
- Exhibit B: PUC'S BILLING REQUIREMENTS AND TRAVEL GUIDELINES

Attachment 4: WEB STYLE GUIDE

A help guide for creating websites using the new block template

(<https://blocktheme.hawaii.gov/>)

Attachment 5: [Hawaii Electronic Information Technology Disability Access Standards](https://ets.hawaii.gov/wp-content/uploads/2025/01/Hawaii-Electronic-Information-Technology-Disability-Access-Standards.pdf)

(<https://ets.hawaii.gov/wp-content/uploads/2025/01/Hawaii-Electronic-Information-Technology-Disability-Access-Standards.pdf>)



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