

Bid Document Download Requirements

It is the responsibility of the vendor who downloads bid or RFP documents to check for addendums until five (5) calendar days before the bid opening or RFP due date. It is the responsibility of the vendor to incorporate any changes in the addendums into the bids or proposals submitted. The County of Maui does not maintain an on-line registration nor do we have any method of knowing who has downloaded our specifications.

If you submit a bid from a downloaded specifications, please send it in a distinguishable, sealed envelope that is clearly marked with the mailing address, the job or bid number, the due date, and "Bid" or "RFP" in large letters to the address stated in the bid documents. The County assumes no liability for accidentally opening a bid ahead of the bid opening that is not clearly marked.

If you're mailing or sending the bid through a delivery service, please be aware that it may take longer than advertised to reach our office, and please understand that by law we have to reject any bids that do not reach us by the set date and time for the bid opening.

REQUEST FOR PROPOSALS

**FOR AN OPTIONS ANALYSIS OF THE ALTERNATIVE FORMS OF
OWNERSHIP AND THE ALTERNATIVE UTILITY BUSINESS MODELS FOR
MAUI COUNTY'S ELECTRIC UTILITY COMPANY**

COUNTY OF MAUI

MAYOR'S OFFICE OF ECONOMIC DEVELOPMENT

RFP 14-15/P-92

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The County of Maui Mayor's Office of Economic Development (OED), desires to receive proposals to provide an options analysis of the costs and benefits associated with public power and energy cooperative forms of electric utility ownership

The request for proposal (RFP) may be obtained at the Division of Purchasing, Department of Finance, at the following address (see below) or may be found online at <http://www.co.maui.hi.us/bids.aspx>.

One (1) original, one (1) digital, and five (5) copies of the completed proposal are required. Sealed proposals must be received by the Purchasing Division, Department of Finance, 2145 Well Street, Ste. 104, Wailuku, Maui, Hawaii 96793, no later than 4:00 p.m. Hawaii time, on Friday, June 5, 2015. Proposals mailed and postmarked earlier than the date and time specified but received later than the stated deadline, will be rejected.

The County reserves the right to accept or reject any or all proposals. Further, the County reserves the right to review the financial condition of those submitting proposals and may request a financial statement.

Inquiries regarding this RFP should be directed to the RFP contact person: Teena Rasmussen, (808) 270-7710.



DANILO F. AGSALOG
Director of Finance
County of Maui

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SECTION ONE

INTRODUCTION AND KEY DATES

1.01 TERMS AND ACRONYMS USED THROUGHOUT THE SOLICITATION

BAFO	=	Best And Final Offer
County	=	County of Maui
GC	=	General Conditions
GET	=	General Excise Tax (4.167%)
HAR	=	Hawaii Administrative Rules
HRS	=	Hawaii Revised Statutes
IDSO	=	Independent Distribution System Operator
IGO	=	Independent Grid Operator
Must	=	Denotes the imperative
OED	=	Office of Economic Development
PAW	=	Poles-and-wires
Proposer	=	A individual, partnership, firm, corporation, joint venture, or representative or agent, submitting an offer in response to this solicitation
PUC	=	Hawaii Public Utilities Commission
RFP	=	Request for Proposals
Time	=	If stated as a number of days, will be calendar days
Shall, Will	=	Indicates a mandatory requirement.
Should	=	Indicates a preference

1.02 INTRODUCTION

The County of Maui, Mayor's Office of Economic Development (OED), seeks written Proposals to provide an options analysis of the costs and benefits associated with public power and energy cooperative forms of electric utility ownership. The Options Analysis shall consider the ownership a) of the electric utility in its entirety, b) of only the poles-and-wires business operations of the electric utility, and c) of only the grid dispatch-related operations, of the poles-and-wires business operations, of the electric utility. The options analysis shall also recommend follow-up actions by the County of Maui.

OED has a budget of \$30,000 for an options analysis that will identify the best utility and ownership structure(s) that will support the transformation of Maui County's island electric grids into ~100% renewable energy smart grids and microgrids.

Requirements: At a minimum, an options analysis of alternative electric utility ownership options must include the following:

1. **Preliminary appraisals** of the costs associated with the purchasing the electric utility company in its entirety, purchasing only the poles-and-wires business operations of the electric utility company; and purchasing only the grid dispatch-related operations, of the poles-and-wires business operations, of the electric utility company.
2. **Preliminary assessments** of the benefits associated with a public power utility and an energy cooperative form of ownership, in the context of the alternative utility business models, as described in item 1, above.
3. **A preliminary recommendation** of the utility structure(s) and ownership option(s) that would best support the transformation of the island grids on Maui, Molokai, and Lanai, into ~100% renewable energy smart grids and microgrids.
4. **A summary report** including the required items 1 to 3, above.
5. **A recommendation** on follow-up actions by the County of Maui.

1.03 CANCELLATION

The RFP may be cancelled and any or all proposals rejected in whole or in part, without liability, when it is determined to be in the best interest of the County of Maui.

1.04 RFP SCHEDULE AND SIGNIFICANT DATES

The schedule set out herein represents the County of Maui'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 "Proposals Due" date is delayed, the rest of the schedule will likely be shifted by the same number of days. The approximate schedule is as follows:

Advertising of Request for Proposals	May 5, 2015
Deadline to Submit Written Questions	May 19, 2015
County of Maui's Response to Written Questions	May 25, 2015
Proposals Due and Opened	June 5, 2015
Contract Start Date	June 25, 2015

SECTION TWO

BACKGROUND AND SCOPE OF WORK

2.01 PROJECT OVERVIEW AND HISTORY

Background

The issue of alternative forms of electric utility ownership is under consideration by the County of Maui and its citizens because of concerns related to the proposed sale of Maui's electric utility company to NextEra Energy. Concerns include whether quantifiable ratepayer benefits will be provided, whether the growth of consumer photovoltaic systems and other consumer distributed energy resources will be continue to be stifled, and whether the proposed sale will support Maui's desire for a ~100% renewable energy future.

The issue of alternative utility business models is under consideration because the Hawaii Public Utilities Commission ("PUC") desires to transform Hawaii's investor owned utilities into "electric utilities of the future" with "sustainable business models," pursuant to the PUC white paper, "Commission's Inclinations on the Future of Hawaii's Electric Utilities," dated April 28, 2014 (see <http://puc.hawaii.gov/wp-content/uploads/2014/04/Commissions-Inclinations.pdf>) and pursuant to recent PUC regulatory actions. The County of Maui has identified three utility business models that can form the basis for Maui County's "electric utility of the future": 1) the current vertically integrated utility business model; 2) a new utility business model comprised only of the existing poles-and-wires ("PAW") business operations (with the power generation assets being split-off into an unregulated company); and 3) a new PAW utility with an Independent Grid Operator ("IGO"). The grid dispatch-related functions of the PAW utility would be transferred to a newly established IGO. The IGO would combine the functions of a Regional

Transmission Operator/Independent System Operator with an Independent Distribution System Operator (“IDSO”), for each island grid system. For a description of an IDSO, see <http://www.utilitydive.com/news/jon-wellinghoff-utilities-should-not-operate-the-distribution-grid/298286>).

2.02 SCOPE OF WORK

With a strict budget of \$30,000 provide an options analysis that will identify the best utility and ownership structure(s) that will support the transformation of Maui County’s island electric grids into ~100% renewable energy smart grids and microgrids.

Requirements:

1. **Preliminary appraisals** of the costs associated with the purchasing the electric utility company in its entirety, purchasing only the poles-and-wires business operations of the electric utility company; and purchasing only the grid dispatch-related operations, of the poles-and-wires business operations, of the electric utility company.
2. **Preliminary assessments** of the benefits associated with public power and energy cooperative forms of ownership, in the context of the alternative utility business models, as described in item 1, above.
3. **A preliminary recommendation** of the utility structure(s) and ownership option(s) that would best support the transformation of the island grids on Maui, Molokai, and Lanai, into ~100% renewable energy smart grids and microgrids.
4. **A summary report** including the required items 1 to 3, above.
5. **A recommendation** on follow-up actions by the County of Maui.
6. **Period of performance: June 25, 2015 through October 30, 2015**

SECTION THREE

PROPOSAL FORMAT AND CONTENT

3.01 INTRODUCTION

One of the objectives of this RFP is to make proposals preparation easy and efficient, while giving Proposers ample opportunity to highlight their proposals. The evaluation process must also be manageable and effective. When a proposer submits a proposal, it shall be considered a complete plan for accomplishing the tasks described in this RFP and any supplemental tasks the proposer has identified as necessary to successfully complete the obligations outlined in this RFP.

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

Proposal must:

1. Include a transmittal letter to confirm that the proposer shall comply with the requirements, provisions, terms, and conditions specified in this RFP.
2. Include a signed Offer Form OF-1, with the complete name and address of the proposer's firm and name, mailing address, telephone number, and fax number of the person the County of Maui should contact regarding the proposer's proposal.
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.
4. Provide all of the information requested in this RFP in the order specified.
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 Six, Attachment 1, Offer Form OF-1.
 - b. Experience and Capabilities
 - 1) Client listing.
 - 2) Number of years in business.

- 3) Listing of key personnel and associated resumes for those who will be dedicated to this contract.
 - 4) Listing of references.
 - 5) Summary of listing of judgments or pending lawsuits or legal actions.
 - 6) Samples of projects similar to those described in this RFP.
- c. Proposal including an overall strategy, timeline and plan.
 - d. Pricing - \$30,000 maximum for work performed, including taxes.
 - e. Exceptions

3.02 EXPERIENCE AND CAPABILITIES

- (1) Provide a complete, related and current client listing.
- (2) Indicate the number of years proposer has been in business and the number of years proposer has performed services specified by this RFP.
- (3) Include a list of key personnel and associated resumes for those who will be dedicated to this project.
- (4) Proposer shall include a list of at least three (3) references from the proposer's client listing that may be contacted by the County of Maui as to the proposer's past and current job performance. Proposer shall provide names, titles, organizations, telephone numbers, email and postal addresses.
- (5) Provide 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, please state.
- (6) Provide a list of sample projects and/or examples of written options analyses.

3.03 PROPOSAL, STRATEGY AND PROJECTED TIMETABLE

Proposer shall submit a proposal that includes the following:

- (1) A description of the methodology that will be used to prepare preliminary appraisals of the costs associated with: purchasing the electric utility company in its entirety, purchasing only the poles-and-wires business operations of the electric utility company; and purchasing only the grid dispatch-related operations, of the poles-and-wires business operations, of the electric utility company.
- (2) A description of the methodology that will be used to prepare preliminary assessments of the benefits associated with public power and energy

cooperative forms of ownership, in the context of purchasing the electric utility company in its entirety, purchasing only the poles-and-wires business operations of the electric utility company; and purchasing only the grid dispatch-related operations, of the poles-and-wires business operations, of the electric utility company.

- (3) A description of the methodology that will be used to prepare a preliminary recommendation of the utility structure(s) and ownership option(s) that would best support the transformation of the island grids on Maui, Molokai, and Lanai, into ~100% renewable energy smart grids and microgrids.

3.06 EXCEPTIONS

Proposer shall list any exceptions taken to the terms, conditions, specifications, or other requirements listed herein. Proposer shall reference the RFP section where exception is taken, a description of the exception taken, and the proposed alternative, if any.

SECTION FOUR

PROPOSAL EVALUATION CRITERIA

Proposals will be evaluated in two phases:

1. An initial review to determine the responsiveness of the proposal to the requirements for the Request for Proposals (RFP). For a proposal to be considered responsive, it must meet the following tests:
 - A. A sealed original, one digital copy and five copies must be physically in the possession of Maui County, no later than 4:00 PM, Hawaiian Standard Time, **June 5, 2015**.
 - B. The proposal must include all required items in the Special Provisions (Section 5).
 - C. The original and all copies of the proposal must be in ink or typewritten.
 - D. Failure to meet phase 1 criteria may result in rejection of the proposal.
2. An in-depth analysis and evaluation will be based upon the following Evaluation Criteria.

The Evaluation Criteria are listed in order of relative importance.

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

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

- 1) Previous experience, capability and proficiency in the following areas: **(80 points)**
 - a. **(40 points)** Past work examples, references, and client listings
 - b. **(10 points)** Years of experience analyzing electric utility business operations and appraisals
 - c. **(10 points)** Years of experience analyzing electric utility business models
 - d. **(10 points)** Years of experience analyzing electric utility energy services markets
 - e. **(10 points)** Years of experience analyzing electric utility commodity markets
- 2) Project Proposal **(20 points)**
 - a. Responsiveness to the proposal requirements and provides the greatest value with the budget limitation of \$30,000.

SECTION FIVE

SPECIAL PROVISIONS

5.01 SCOPE

All electronic file management systems shall be in accordance with this RFP, including the special provisions in this section, the Scope of Work specified herein, and the General Conditions (GC), included by reference and available at the office of the Department of the Corporation Counsel, County of Maui.

5.02 RESPONSIBILITY OF PROPOSERS

Hawaii Compliance Express (HCE). In accordance with Section 3-122-112, as amended, of the Hawaii Administrative Rules, the successful bidder must produce the following documents as instructed in the attached section entitled "Responsibility of Offerers":

- a. Tax Clearance Certificate
- b. DLIR Certificate of Compliance
- c. Certificate of Good Standing from the DCCA

The awarded vendor is encouraged to use the Hawaii Compliance Express website to assist them in obtaining the above certificates. The state website is <http://vendors.ehawaii.gov>.

5.03 PROPOSER QUALIFICATIONS

Proposer shall meet all of the qualifications required by this RFP. Failure to meet the qualifications as specified in Section 3.20, Experience and Capabilities, will likely have an adverse effect on proposer's proposal evaluation.

5.04 TERM OF CONTRACT

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

The initial term of the contract shall be for a 4 month period, starting on the official commencement date of the Notice to Proceed. The contract may be extended for an additional period of up to six (6) months, or any portion thereof, if mutually agreed upon in writing prior to the contract expiration. The Contractor or County of Maui may terminate the extended contract period at any time upon 30 days' prior written notice.

5.05 CONTRACT ADMINISTRATOR

For the purposes of this contract, Teena Rasmussen, (808) 270-7710, Director, County of Maui, Mayor's Office of Economic Development, 2200 Main Street, Suite 305, Wailuku, HI 96793.

5.06 OVERVIEW OF THE RFP PROCESS

- a. The RFP is issued pursuant to Subchapter 6 of HAR Chapter 3-122, implementing HRS Section 103D-303.
- b. 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.
- c. Proposals shall not be opened publicly, but shall be opened in the presence of two (2) or more procurement officials. The register of proposals and proposers' proposals shall be open to public inspection after posting of the award.

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

- d. The Procurement Officer, or an evaluation committee selected by the Procurement Officer, shall evaluate the proposals in accordance with the evaluation criteria in Section Four. The proposals shall be classified initially as acceptable, potentially acceptable, or unacceptable.
- e. Proposals may be accepted on evaluation without discussion. However, if deemed necessary, prior to entering into discussions, a "priority list" of responsible proposers submitting acceptable and potentially acceptable proposals shall be generated. The priority list may be limited to a minimum of three responsible proposers who submitted the highest-ranked proposals. The objective of these discussions is to clarify issues regarding the proposer's proposal before the BAFO is tendered.
- f. If, during discussions, there is a need for any substantial clarification or change in the RFP, the RFP shall be amended by an addendum to incorporate such clarification or change. Addenda to the RFP shall be distributed only to priority listed proposers who submit acceptable or potentially acceptable proposals.
- g. Following any discussions, Priority Listed proposers 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 proposers prior to the submission of the BAFO.
- h. The date and time for proposers to submit their BAFO, if any, is indicated in Section 1.04, RFP Schedule and Significant Dates. If proposer does not

submit a notice of withdrawal or a BAFO, the proposer's immediate previous offer shall be construed as its BAFO.

- i. 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 proposer whose proposal is determined to be the most advantageous to the County of Maui, taking into consideration price and the evaluation factors set forth in Section Four.
- k. The contents of any proposal shall not be disclosed during the review, evaluation, discussion or negotiation process. Once the award notice is posted, all proposals, successful and unsuccessful, become available for public inspection. Those sections that the proposer and the County of Maui agree are confidential and/or proprietary should be identified by the proposers and shall be excluded from access. With respect to confidential or proprietary information excluded from access, proposer agrees to indemnify, defend, and hold harmless the County from any and all claims that may arise from said exclusion.
- l. The Procurement Officer, or an evaluation committee, reserves the right to determine what is in the best interest of the County of Maui 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.
- m. The RFP, any addenda issued, and the successful proposer's proposal shall become a part of the contract. All proposals shall become the property of the County of Maui.
- n. After the contract has been awarded the County of Maui will notify the unsuccessful vendors.

5.07 CONFIDENTIAL INFORMATION

If a person believes that any portion of a proposal, offer, specification, protest, or correspondence contains information that should be withheld as confidential, then the Procurement Officer named on the cover of this RFP should be so advised in writing and provided with justification to support confidentiality claim. Price is not considered confidential and will not be withheld.

A proposer shall request in writing nondisclosure of designated trade secrets or other proprietary data considered confidential. Such data 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.

Pursuant to HAR Section 3-122-58, the head of the purchasing agency or designee shall consult with the Department of the Corporation Counsel and make a written determination in accordance with HRS Chapter 92F. 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 HRS Section 92F-42(12).

5.08 REQUIRED REVIEW

Proposer shall carefully review this solicitation for defects and questionable or objectionable matter. Comments concerning defects and questionable or objectionable matter **must be made in writing and should be received by the Department of the Corporation Counsel prior to the deadline for written questions as stated in the RFP Schedule and Significant Dates, page 3.** This will allow issuance of any necessary corrections and/or amendments to the RFP. It will help prevent the opening of a defective solicitation and exposure of proposer's proposal upon which award could not be made. Any exceptions taken to the terms, conditions, specifications, or other requirements listed herein, must be listed in the *Exceptions* section of the proposer's proposal, if the exception is unresolved by the Proposal Due date.

5.09 QUESTIONS PRIOR TO OPENING OF PROPOSALS

All questions must be submitted in writing by **May 19, 2015** to economic.development@mauicounty.gov.

5.10 CANCELLATION OF RFP AND PROPOSAL REJECTION

The County of Maui reserves the right to cancel this RFP and to reject any and all proposals in whole or in part when it is determined to be in the best interest of the County of Maui, pursuant to HAR Section 3-122-06 through 3-122-97.

5.11 OFFER ACCEPTANCE PERIOD

The County of Maui's acceptance of offer, if any, will be made within forty (40) calendar days after the opening of proposals. Prices or commissions quotes by the proposer shall remain firm for a forty (40) day period.

5.12 PROPOSAL AS PART OF THE CONTRACT

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

5.13 CONTRACT MODIFICATIONS - UNANTICIPATED AMENDMENTS

During the course of this contract, the Contractor may be required to perform additional work that will be within the general scope of the initial contract. When additional work is required, the Contract Administrator will provide the Contractor a

written description of the additional work and request the Contractor to submit a firm time schedule for accomplishing the additional work and a firm price for the additional work.

Changes to the contract may be modified only by written document (contract modification) signed by the Department of the Corporation Counsel and Contractor personnel authorized to sign contracts on behalf of the Contractor.

The Contractor will not commence additional work until a signed contract modification has been issued.

5.14 PROTEST

A protest shall be submitted in writing within five (5) working days after the aggrieved person knows or should have known 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 of the contract.

The notice of award, if any, resulting from this solicitation shall be posted on the Procurement Reporting System, which is available on the SPO website: <http://www.hawaii.gov/spo2/source/>.

Any protest pursuant to § 103D-701, HRS, and Section 3-126-3, HAR, shall be submitted in writing to the Chief Procurement Officer, Department of Finance, 2145 Wells Street, Wailuku, Hawaii 96793.

5.15 DOWNLOAD SOLICITATION

Proposer is advised that if interested in responding to this solicitation, proposer may choose to submit its offer in a downloaded document from the Internet provided proposer registers its company by fax or e-mail for this specific solicitation. If proposer does not register its company, proposer will not receive addenda, if any, and its offer may be rejected and not considered for award.

5.16 GOVERNING LAW: COST OF LITIGATION

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 equity to enforce or interpret the provisions of this contract shall be brought in a state court or competent jurisdiction in Honolulu, Hawaii.

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

5.17 SUBMISSION OF PROPOSAL

The submission of a proposal shall constitute an incontrovertible representation by the proposer of compliance with every requirement of the 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.

Before submitting a proposal, each proposer must:

- (1) Examine the solicitation documents thoroughly. Solicitation documents include this RFP, any attachments, plans referred to herein, and any other relevant documents;
- (2) 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.

5.18 PROPOSAL PREPARATION

- a. **OFFER FORM, page OF-1.** See Attachment 1. Proposals shall be submitted using proposer's exact legal name as registered with the Department of Commerce and Consumer Affairs, if applicable; and to indicate the exact legal name in the appropriate spaces on Offer Form page OF-1. Failure to do so may delay proper execution of the contract.

The authorized signature on the first page of the Offer Form shall be an original signature in ink. If unsigned, or the affixed signature is a facsimile or a photocopy, the offer shall be automatically rejected, unless accompanied by other material containing an original signature, indicating the proposer's intent to be bound.

- b. **Offer Guaranty.** An offer guaranty is NOT required for this RFP.
- c. **Tax Liability.** Work to be performed under this solicitation is a business activity taxable under HRS Chapter 237, and if applicable, taxable under HRS Chapter 238. Vendors are advised that they are liable for the Hawaii GET at the current 4% rate and the applicable use tax at the current 1/2% rate. If, however, a proposer is a person exempt by the HRS from paying the GET and therefore not liable for the taxes on this solicitation, proposer shall state its tax exempt status and cite the HRS chapter or section allowing the exemption.
- d. **Taxpayer Preference.** For evaluation purposes, pursuant to HRS § 103D-1008, the proposer's tax-exempt price offer submitted in response to an IFB shall be increased by the applicable retail rate of general excise tax and the applicable use tax. Under no circumstance shall the dollar amount of the award include the aforementioned adjustment.

- e. **Original Proposal and Copies to be Submitted.** Proposer shall submit one (1) original proposal marked "ORIGINAL" and **five (5) copies** of the original marked "COPY". It is imperative to note that the proposer submit only one original and the required number of copies. DO NOT SUBMIT MORE THAN ONE ORIGINAL.

Proposer is encouraged to submit typewritten offers. If handwritten, it should be clearly printed. Proposer is cautioned that illegible offers of any item(s) may be automatically rejected to avoid any errors in interpretation by the reviewers during the evaluation process.

- f. Costs for developing the Proposal are solely the responsibility of the proposer, whether or not any award results from this solicitation. The County of Maui will not reimburse such costs.
- g. All proposals become the property of the County of Maui.
- h. Copies of documents transmitted by proposers via facsimile machines shall be limited to the modifications or withdrawal of any offer pursuant to HAR Sections 3-122-108 and 3-122-28, respectively.

5.19 SUBMISSION OF PROPOSAL

Offers shall be received at the Department of Finance, Purchasing Division, no later than the date and time stated in Section 1.04, Significant Dates, as amended. Timely receipt of offers shall be evidenced by the date and time registered by the Department of Finance, Purchasing Division time stamp clock. Offers received after the deadline shall be returned unopened.

If the proposer chooses to deliver its offer by United States Postal Service (USPS), please be aware that the USPS does not deliver directly to the Department Finance, Purchasing Division but to a central mailroom. This may cause a delay in receipt by the Department of Finance, Purchasing Division and the offer may reach the Department of Finance, Purchasing Division after the deadline, resulting in automatic rejection.

5.20 PRICING

Pricing shall include labor, materials, supplies, training and all applicable taxes. The pricing shall be all-inclusive. The County of Maui is not tax exempt.

5.21 ECONOMY OF PRESENTATION

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. If any additional information is required by the County of Maui regarding any aspects of the proposer's proposal, it shall be provided within four (4) business days.

5.22 EVALUATION OF PROPOSALS

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

Proposals shall be classified initially as acceptable, potentially acceptable, or unacceptable. Discussion may be conducted with priority listed proposers who submit proposals determined to be acceptable or potentially acceptable of being selected for award, but proposals may be accepted without such discussions. The objective of these discussions is to clarify issues regarding the proposer's proposals before the best and final offer, if necessary.

If numerous acceptable and potentially acceptable proposals are submitted, the evaluation committee may rank the proposals and limit the priority list to three responsive, responsible Proposers who submitted the highest-ranked proposals.

5.24 CANCELLATION OF RFP AND PROPOSAL REJECTION

The County of Maui reserves the right to cancel this RFP and to reject any and all proposals in whole or in part when it is determined to be in the best interest of the County of Maui, pursuant to HAR Section 3-122-0-96 through 3-122-97.

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

5.25 CONTRACT EXECUTION

Successful proposer receiving award shall enter into a formal written contract. No performance or payment bond is required for this contract.

No work is to be undertaken by the Contractor prior to the commencement date. The County of Maui 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. The

Contractor or the County of Maui may terminate the extended contract at any time without cause upon six (6) weeks' prior written notice.

5.26 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 quarterly reports shall be due based on the timeline submitted by the Contractor in the proposal, or as amended.

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

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

5.27 SUBCONTRACTING

No work or services shall be subcontracted or assigned without the prior written approval of the County of Maui. No subcontract shall under any circumstances relieve the Contractor of his/her obligations and liability under this contract with the County of Maui. All persons engaged in performing the work covered by the contract shall be considered employees of the Contractor.

5.28 CONTRACT INVALIDATION

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

5.29 NON-DISCRIMINATION

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

5.30 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 of this contract.

5.31 WAIVER

The failure of the County of Maui 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 County of Maui's right to enforce the same in accordance with this contract.

5.32 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.

5.33 CAMPAIGN CONTRIBUTIONS BY STATE AND COUNTY CONTRACTORS

It has been determined that funds for this contract have been appropriated by a legislative body.

Therefore, proposer, if awarded a contract in response to this solicitation, agrees to comply with HRS Section 11-205.5, 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.

5.34 ADDITIONS, AMENDMENTS AND CLARIFICATIONS

Approvals. Any agreement arising out of this office may be subject to the approval of the Department of Corporation Counsel as to form, and is subject to all further approvals, including the approval of the Mayor or Financial Director, required by statute, regulation, rule, order, or other directive.

Cancellation of Solicitations and Rejection of Offers. The solicitation may be cancelled or the offers may be rejected in whole or in part, when in the best interest of the purchasing agency, as provided in HAR §§ 3-122-95 through 3-122-97.

Confidentiality of Material. 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 County of Maui.

All information, data, or other material provided by the proposer or the Contractor to the County of Maui shall be subject to the Uniform Information Practices Act, HRS Chapter 92F. The proposer shall designate in writing to the Procurement Officer those portions of its unpriced offer or any subsequent submittal that are trade secrets or other proprietary data that the proposer desires to remain confidential, subject to HAR § 3-122-58, in the case of an RFP, or HAR § 3-122-30, in the case of an IFB.

The proposer shall state in its written communication to the Procurement Officer the reason(s) for designating the material as confidential, for example, trade secrets. The proposer shall submit the material designated as confidential in such manner that the material is readily separable from the offer in order to facilitate inspection of the non-confidential portion of the offer.

Price is not confidential and will not be withheld. In addition, in the case of an IFB, makes and models, catalogue numbers of items offered, deliveries, and terms of payment shall be publicly available at the time of opening, regardless of any designation to the contrary.

If a request is made to inspect the confidential material, the inspection shall be subject to written determination by the Department of the Attorney General, in accordance with HRS Chapter 92F. If it is determined that the material designated as confidential is subject to disclosure, the material shall be open to public inspection, unless the proposer protests under HAR Chapter 3-126. If the request to inspect the confidential material is denied, the decision may be appealed to the Office of Information Practices in accordance with HRS § 92F-15.5.

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

Records Retention. The Contractor and any subcontractors shall maintain the books and records that relate to the Agreement and any cost or pricing data for seven (7) years from the date of final payment under the Agreement.

Correctional Industries. Goods and services available through Hawaii Correctional Industries (HCI) programs may be the same or similar to those awarded by competitive sealed bids or proposals. Agencies participating in [Dept/Agency] requirements (price list) contracts may also procure directly from CI and shall not be considered in violation of the terms and conditions of any [Dept/Agency] contract.

Competency of Proposer. Prospective proposer 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 proposer to submit answers to questions regarding facilities, equipment, experience, personnel, financial status or any other factors relating to the ability of the proposer to furnish satisfactorily the goods or services being solicited by the COUNTY OF MAUI. Any such inquiries shall be made and replied to in writing; replies shall be submitted over the signatures of the person who signs the offer. Any proposer who refuses to answer such inquiries will be considered non-responsive.

Preparation of Offer. A proposer may submit only one offer in response to a solicitation. If a proposer submits more than one offer in response to a solicitation, then all such offers shall be rejected. Similarly, a proposer may submit only one offer

for each line item (if any) of a solicitation. If a proposer submits more than one offer per line item, then all offers for that line item shall be rejected.

General Terms and Conditions

General terms and conditions for goods and services link:
http://www.co.maui.hi.us/documents/3/36/3617/GOODS%20AND%20SERVICES_Rev101311_201208311826138078.pdf

SECTION SIX

ATTACHMENTS

- Attachment 1: OFFER FORM, OF-1
- Attachment 2: CERTIFICATE OF COMPLIANCE FOR FINAL PAYMENT

OFFER FORM
OF-1

REQUEST FOR PROPOSAL FOR AN OPTIONS ANALYSIS OF THE ALTERNATIVE FORMS
OF OWNERSHIP AND THE ALTERNATIVE UTILITY BUSINESS MODELS FOR MAUI
COUNTY'S ELECTRIC UTILITY COMPANY
COUNTY OF MAUI

MAYOR'S OFFICE OF ECONOMIC DEVELOPMENT

RFP- 14-15/P-92

Teena Rasmussen
Director
Office of Economic Development
County of Maui
2200 Main Street
Wailuku, Hawaii 96793

The undersigned has carefully read and understands the terms and conditions specified in the Specifications and Special 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 that by submitting this offer, 1) he/she is declaring his/her offer is not in violation of Chapter 84, Hawaii Revised Statutes, concerning prohibited State contracts.

Proposer** is: _____
(Name of Company)

Sole Proprietor Partnership Corporation* Joint Venture
 Other: _____

*State of incorporation: _____

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

Payment address (other than street address below): _____

City, State, Zip Code: _____

Business address (street address): _____

City, State, Zip Code: _____

Respectfully submitted:

Date: _____ (x) _____

Authorized (Original) Signature

Telephone No.: _____

Facsimile No.: _____

Name and Title (Please Type or Print)

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

Email Address: _____

Total contract cost for accomplishing the development and delivery of all services.

\$ THIRTY THOUSAND AND 00/100 (\$30,000.)

Note: Pricing shall include labor, materials, supplies, all applicable taxes, and any other costs incurred to provide the specified services, including General Excise Tax

Proposer: _____
Name of Company

CERTIFICATION OF COMPLIANCE FOR FINAL PAYMENT
(Reference § 3-122-112, HSR)

Reference: _____
(Contract Number) (IFB/RFP Number)

Company Name: _____ affirms it is in compliance with all laws, as applicable, governing doing business in the State of Hawaii to include the following:

1. Chapter 383, HRS, Hawaii Employment Security Law - Unemployment Insurance;
2. Chapter 386, HRS, Worker's Compensation Law;
3. Chapter 392, HRS, Temporary Disability Insurance;
4. Chapter 393, HRS, Prepaid Health Care Act; and

maintains a "Certificate of Good Standing" from the Department of Commerce and Consumer Affairs, Business Registration Division.

Moreover, _____
(Company Name)

Acknowledges that making a false statement shall cause its suspension and may cause its debarment from future awards of contracts.

Signature: _____

Print Name: _____

Title: _____

Date: _____

ATTACHMENT 2