

**Request for Proposals**  
**Job #26-03**  
**Pua Loke SCADA RTU-PLC Replacement**



**Department of Water**  
**County of Kaua'i**

**Sealed Offers**  
**Will be received up to 2:00 pm (HST) on**  
**Friday, March 27, 2026**

**Delivered to the Department of Water, County of Kaua'i,**  
**4398 Pua Loke Street, Lihu'e, Hawai'i**

**Direct questions relating to this solicitation to Ryan Smith, Attn: Christine Erorita via**  
**[www.publicpurchase.com](http://www.publicpurchase.com)**

This solicitation is provided for information purposes. Parties interested in responding to this solicitation shall submit offers using this document provided at [www.publicpurchase.com](http://www.publicpurchase.com) .

POSTED 02/26/26 via [www.kauaiwater.org](http://www.kauaiwater.org), SPO website, [www.publicpurchase.com](http://www.publicpurchase.com)

APPROVED:

Chief Procurement Officer

02/26/26

Date



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# SECTION ONE

## INTRODUCTION, TERMS AND ACRONYMS, KEY DATES

### 1.1 INTRODUCTION

The Department of Water, County of Kaua‘i (“DOW”) is requesting proposals from qualified vendors for maintenance services for the **JOB NO. 26-03, PUA LOKE SCADA RTU-PLC REPLACEMENT**, (hereinafter referred to as “PROJECT”) to provide upgrades to the existing PLC (Programmable Logic Controller) SCADAPak32 units that consists of PLC programming and field modifications of the RTUs. This RFP is intended to solicit proposals from qualified contractors to support, maintain, furnish and install SCADA related hardware and software in order to maintain system integrity. Further, furnishing and installing materials shall be performed with the least amount of disruption to service for our customers. Where service interruptions are inevitable, attempts shall be made to minimize SCADA system disruptions by use of manual operations or temporary operational modifications.

### 1.2 CANCELLATION

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

### 1.3 RFP SCHEDULE AND SIGNIFICANT DATES

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

Release of Request for Proposals	February 26, 2026
Due date to submit Questions	March 12, 2026
The DOW’s Response to Questions	March 13 – March 18, 2026
Proposals Due date/time	March 27, 2026 at 2:00 PM HST
Proposal Evaluations	March 27 – April 1, 2026
Discussion with Priority Listed Offerors	April 2 – April 7, 2026
Best and Final Offer (if necessary)	April 10, 2026
Notice of Award	April/May 2026
Contract Start Date	June 2026

### 1.4 QUESTIONS AND ANSWERS PRIOR TO OPENING OF PROPOSALS

All questions shall be submitted by the due date specified in Section 1.3, *RFP Schedule and Significant Dates*, as amended.

The DOW will respond to questions through Addenda to this RFP up to and including the date specified in Section 1.3, *RFP Schedule and Significant Dates*, as amended.

All documentation shall be uploaded at [www.publicpurchase.com](http://www.publicpurchase.com) and opened at the DOW, County of Kaua'i, 4398 Pua Loke Street, Līhu'e, Hawai'i 96766 ("DOW Admin Office").



## SECTION TWO

### BACKGROUND AND SCOPE OF WORK

#### 2.1 BACKGROUND

The DOW is a water utility whose mission is to provide safe, affordable, sufficient drinking water through wise management of our resources with excellent customer service for the people of Kauaʻi.

Purpose: Provide all equipment and installation services necessary for updating the existing PLC units at nineteen (19) RTUs (Remote Terminal Units) for the Department of Water facilities located within the Pua Loke SCADA system.

#### 2.2 SCOPE OF WORK

All Services shall be in accordance with this Request for Proposal (RFP), including its attachments and any addenda.

The Offeror shall perform and be responsible for the following work items:

- 1) Updating the control panel drawings for each site – 19 active sites.
- 2) Furnish materials and spare parts – SCADAPacks, IO modules, power supplies, adapter cables.
- 3) Create library logic for any new programming that wasn't used in the Nonou system – booster pumps, valves, etc.
- 4) Sequence of operation document updates.
- 5) Create site-specific PLC programs.
- 6) Create PLCPL submaster program.
- 7) Modify SCADA as necessary – possibly remove/cleanup some of the sites that are abandoned.
- 8) Factory test control programs and equipment and ship to site.
- 9) Create testing documentation.
- 10) Perform onsite installation and commissioning of the control system – expenses included.
- 11) Training.
- 12) Update and provide as-built documentation.

### **2.3 TERM OF CONTRACT**

The contract period shall be for **THREE HUNDRED SIXTY-FIVE (365) CALENDAR DAYS** after written notice has been given to the Contractor to commence work.

### **2.4 PROCUREMENT OFFICER**

The PROCUREMENT Officer of this contract is:

Ryan Smith  
Chief, Operations Division  
Phone: (808) 245-5436  
Email: [rsmith@kauaiwater.org](mailto:rsmith@kauaiwater.org)

## **SECTION THREE**

### **PROPOSAL FORMAT AND CONTENT**

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

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

#### **3.2 REQUIRED REVIEW**

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

3.2.2 Should Offeror find defects and questionable or objectionable items in the RFP, Offeror shall notify the DOW in writing prior to the deadline for written questions as stated in the RFP *Schedule and Significant Dates*, as amended. This will allow the issuance of any necessary corrections and/or amendments to the RFP by addendum, and mitigate reliance on a defective solicitation.

#### **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 DOW 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. Offerors are advised that they are liable for the Hawai'i GET for sales made on Oahu, and for the islands of Hawai'i, Maui, Molokai, and Kaua'i. If, however, an Offeror is a person exempt by 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 Tax I.D. Number and Hawai'i General Excise Tax License I.D. Offeror shall submit its current Federal Tax I.D. Number and Hawai'i General Excise Tax License I.D. number in the space provided on Offer Form, OF-1, page 28, 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 DEPARTMENT**

All proposals become the property of the DOW, County of Kaua'i.

### **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 Officer in Charge in writing and provide 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.
- 3.6.3 All such requests for confidentiality and nondisclosure of information shall be subject to HAR §3-122-58 and the Uniform Information Practices Act, Hawai'i Revised Statutes. Any and all portions of the proposal requested to be designated as confidential or not for disclosure shall be readily separable from the remaining portions of the proposal.

### **3.7 EXCEPTIONS**

Should Offeror take any exception to the terms, conditions, specifications, or other requirements listed in the RFP, Offeror shall list such exceptions in this section of the Offeror's proposal. Offeror shall reference the RFP section where exception is taken, a description of the exception taken, and the proposed alternative, if any. The DOW reserves the right to accept or not accept any exceptions; provided that no exceptions to statutory requirements of the DOW's General Terms and Conditions for Goods and Services Contracts, dated August 2010 (hereinafter "General Terms") shall be considered (Exhibit A).

### **3.8 PROPOSAL OBJECTIVES**

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

### 3.9 PROPOSAL FORMS

- 3.9.1 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 General Terms provided in the RFP or in any subsequent addendum may be rejected without further consideration.
- 3.9.2 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. Failure to do so may delay proper execution of the Contract.

The Offeror's authorized signature on the Offer Form, OF-1 shall be accompanied by evidence of the authority of the Offeror to sign on behalf of said company. The submission of the proposal shall indicate Offeror's intent to be bound.

### 3.10 PROPOSAL CONTENTS

Proposals must:

- 3.10.1 Include a transmittal letter to confirm that the Offeror shall comply with the requirements, provisions, terms, and conditions specified in this RFP.
- 3.10.2 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 DOW should contact regarding the Offeror's proposal.
- 3.10.3 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 scope of work.
- 3.10.4 Provide all of the information requested in this RFP in the order specified.
- 3.10.5 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-Offer Form OF-1
  - b. Experience and Capabilities. The respondent's proposal should be divided into the following distinct sections, as detailed in the following paragraphs:
    - **Executive Summary**
    - **Proposal Section A** – Relevant Maintenance Services Experience
    - **Proposal Section B** – Financial and Staffing Capabilities
    - **Proposal Section C** – Strength of Proposer/References

- **Proposal Section D** – Proposers Methods and Time of Performance
- **Proposal Section E** – Cost Proposal
- **Addenda**

*The above sections should be submitted together, with each section clearly labeled and subdivided.*

Further description of each required deliverable is outlined in the following subsections:

**1. Proposal Section A – RELEVANT MAINTENANCE SERVICES EXPERIENCE**

- a. **Maintenance Experience:** Maintenance services experience with comparable water projects. Describe the Proposer’s experience in performing similar type programming and field installation work for PLCs and all associated appurtenances.
  
- b. **Personnel Experience:** Experience and depth of the proposed maintenance team that will be responsible for completing the maintenance of the project. Provide a brief description of the Proposer’s experience with programming using the ISaGRAF software application, programming using the TelePACE software application, and programming using the Beijer Cimrex and Information Designer software.
  
- c. **Prior clients:** List FIVE (5) clients that may be contacted by the DOW for whom the Proposer has provided maintenance services, preferably SCADA maintenance projects similar to the maintenance services described in this RFP within the last FIFTEEN (15) years. For each project, identify and describe the following:
  - (1) Type of maintenance project,
  - (2) Project cost;
  - (3) Contract beginning and end dates;
  - (4) Level of involvement and the type of maintenance services provided by the Proposer including experience maintaining systems with WIN-911 alarm dialer software, experience maintaining Schneider Electric SCADAPack RTUs, experience maintaining systems utilizing data concentrator PLCs, experience maintaining systems utilizing the Modbus TCP protocol, experience maintaining systems using Frame-Relay lines as the communication path between sites, experience maintaining systems utilizing the Simple Network Management Protocol (SNMP) to gather information from network devices, experience maintaining systems involving Cisco routers and firewalls, and experience maintaining systems with Microwave Data System 900 MHz spread spectrum MAS radio telemetry;
  - (5) Any unique project challenges/complexities and how the proposer addressed/resolved them; and
  - (6) The name, address, telephone number (including cell phone number), fax number, and email address of the project manager or person with similar authority who was employed by the client or entity for whom the Proposer performed these similar maintenance services. By submitting a proposal in response to this RFP, the

Proposer will be granting permission for the DOW to contact any of the references identified in the Proposer's proposal for additional information.

- d. Procurement Experience: Experience with Hawai'i government procurement practices and processes. The extent and depth of the Proposer's working experience with government procurement practices and processes used in Hawai'i, whether by the federal, state, or county governments in Hawai'i.
- e. Liquidated Damages: Identify and describe any contracts or agreements where the proposer incurred liquidated damages for not completing the contract scope of work within the allotted contract time.

## **2. Proposal Section B - FINANCIAL and STAFFING CAPABILITIES**

- a. Financial capability and resources: The financial capability and resources available to the Proposer to provide and fully complete the maintenance services described in this RFP. A critical part of this evaluation will be a review of the Proposer's financial statements of the past three (3) years, the description of the Proposer's past and present projects and other work, and the financial references required to be submitted under this RFP.
- b. Staffing capabilities: The qualifications and the extent and depth of the experience of the personnel that will be assigned by the Proposer to perform the maintenance services described in this RFP. A critical part of this evaluation will be the Proposer's listing of the team to be assigned by the Proposer to perform the maintenance services including (1) the background information, business experience, and resumes covering the Proposer's personnel and (2) the description of the duties and responsibilities for each of such personnel assigned to perform the maintenance services for this project described in this RFP. The Proposer should highlight key personnel and their qualifications including those who will be conducting day-to-day business with the DOW for software related work, hardware related work, networking related work, and field service related work for this project. The Proposer should at least provide the following with respect to the Proposer's assigned personnel: names, addresses, telephone, cell, and fax numbers, email addresses, a description of their relevant backgrounds, a copy of their resumes, and a description of the responsibilities and duties each will be assuming or performing in relation to this project. Substitution of key team members will require prior approval of the DOW.
- c. Organizational chart. Attach an organizational chart of the Proposer, including, without limitation, a narrative overview of the Proposer's organization, a description of the lines of authority (both generally and for this project), and the background, business experience, and resumes of the Proposer's principal owners and chief and senior executives.

## **3. Proposal Section C - STRENGTH OF PROPOSER / REFERENCES**

- a. Prior contracts with the DOW, or any other State of Hawai'i entities. Identify and describe any contracts or agreements with the DOW, or any other State of Hawai'i entities under which the Proposer provided

maintenance services similar to that described in this RFP, including, without limitation:

- (1) The parties to the contract or agreement,
- (2) The type and value of the project involved,
- (3) The Proposer's role in or the type of services provided by the Proposer under the contract or agreement for each project,
- (4) The start and termination dates,
- (5) Project milestones achieved by the project and the Proposer,
- (6) If the prior contract or agreement was terminated,
- (7) The reasons why the contract or agreement was terminated,
- (8) Circumstances surrounding or affecting the Proposer's performance under the prior contract or agreement,
- (9) The Proposer's role or contribution to the termination of the prior contract or agreement, and
- (10) The names, addresses, telephone numbers (including cell phone numbers), fax numbers, and email addresses of the contacts for the DOW, and any State of Hawai'i entities under such prior contracts or agreements.

b. Complaints filed against Proposer. Describe any formal complaint filed against the Proposer's entity or company with the State of Hawai'i Department of Commerce and Consumer Affairs, the State of Hawai'i Department of Labor and Industrial Relations or with any other state or federal agency. Failure to properly make this disclosure regarding the existence of such complaints may result in the rejection of all or any part of the Proposer's proposal or termination of any contract or agreement entered into pursuant to this RFP process. Provide the following information for each of these complaints:

- (1) Names, addresses, telephone, cell, fax numbers, and email addresses,
- (2) A description of the extent and nature of the complaint filed against the Proposer.

#### ***4. Proposal Section D - PROPOSERS METHODS AND TIME FOR PERFORMANCE***

a. Describe methods and time for performance: Describe in detail how the Proposer plans to provide the maintenance services described in this RFP, including, without limitation, the concept, approach, and methods that the Proposer plans to use in providing the maintenance services described in this RFP on time and within budget. Provide preliminary overall project schedule showing maintenance duration through project completion. Provide details with regards to any possible delays during the project and contingencies for these delays. The methods, time for performance and level of assistance the Proposer requests of DOW will be considered in the evaluation.

b. Schedule: Anticipated performance schedule shall show critical paths and be in Gant chart format.

## 5. Proposal Section E - COST PROPOSAL

- a. Cost Proposal: Evaluate the Proposal (Page 26) which includes unit pricing and lump sum line items shall be the total lump sum cost to PUA LOKE RTU-PLC MATERIALS & SPARE PARTS, PROGRAMMING, and COMMISSIONING.
- b. Formula for calculating points

$$\text{Total Score} = \left[ \frac{\text{lowest proposer's total lump sum offer}}{\text{proposer's total lump sum offer}} \right] \times 25 \text{ Pt. Maximum Score}$$

**Note that the Comparative values which include items such as Hawai'i Products, Apprentice programs, and any other comparative value requirements will be used as the total lump sum offer in the calculation above.**

### 3.11 RECEIPT AND REGISTER OF PROPOSALS

Proposals will be received at [www.publicpurchase.com](http://www.publicpurchase.com) and receipt verified by DOW on or after the date and time specified in Section 1.3, *RFP Schedule and Significant Dates*, as amended. The register of proposals and proposals of the Offeror(s) shall be open to public inspection upon posting of award pursuant to section 103D-701, Hawai'i Revised Statutes ("HRS").

### 3.12 BEST AND FINAL OFFER (BAFO)

If the DOW determines a BAFO is necessary, it shall request one from the priority listed Offerors, in accordance with Hawai'i Administrative Rules ("HAR") §3-122-54. The Offeror shall submit its BAFO and any BAFO received after the deadline or not received shall not be considered; if no notice of withdrawal or BAFO is received, the immediate previous offer will be construed as the best and final offer.

### 3.13 MODIFICATION PRIOR TO SUBMITTAL DEADLINE OR WITHDRAWAL OF OFFERS

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

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

### 3.14 MISTAKES IN PROPOSALS

3.14.1 Mistakes shall not be corrected after award of contract.

3.14.2 When the Procurement Officer knows or has reason to conclude before award that a

mistake has been made, the Procurement Officer should request the Offeror to confirm the proposal. If the Offeror alleges mistake, the proposal may be corrected or withdrawn pursuant to this section.

- 3.14.3 Once discussions are commenced or after BAFOs 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.
- 3.14.4 If discussions are not held, or if the BAFOs 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.
- 3.14.5 If discussions are not held, or if the BAFOs 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 BAFOs 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 DOW. 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 addendum to the RFP, but only if it is clear from the proposal that the Offeror received the addendum and intended to be bound by its terms; or the addendum involved had no effect on price, quality, or quantity.

## SECTION FOUR

### EVALUATION CRITERIA

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 DOW based on the evaluation criteria listed in this section.

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

The following selection criteria will be used as the basis for the evaluation of proposals.

An evaluation panel shall review and evaluate all proposals timely received. The criteria to be used to evaluate each proposal shall consist of the following five categories, as shown in the following table. The maximum points available to any proposer will be 100 points.

<b>Relevant Maintenance Services Experience</b>	<b>35 Points</b>
<b>Financial and Staffing Capabilities</b>	<b>25 Points</b>
<b>Strength of Proposer / References</b>	<b>20 Points</b>
<b>Proposers Methods and Time for Performance</b>	<b>5 Points</b>
<b>Cost Proposal</b>	<b>15 Points</b>
<b>Total Proposal Points</b>	<b>100 Points</b>

For each category, Selection Committee members will use a scale of 0 to 5, with 0 being the lowest score and 5 being the highest score. The assignments will be based on the following evaluations:

<u>Score</u>	<u>Explanation</u>
0	Response was not addressed or was completely inadequate.
1	Response was incomplete, unclear, or minimally adequate.
2	Response was adequate but below expectations.
3	Response was adequate and met expectations.
4	Response was adequate and more than met expectations.
5	Response was excellent and far exceeded expectations.

For the categories, there are a number of subcategories. The weighting and scoring of the subcategories are as outlined in the attached **Proposals Scoring Sheet**. For categories that have subcategories, the “Weighting of Subcategories” is expressed as a percentage of the total points for the category that will be allocated to each subcategory. Multiplying the total Available Points for a category by the “Weight of Subcategories” percentage results in the “Available Points” allocated to each subcategory.

The proposer with the lowest acceptable **Cost Proposal** will be awarded 15 points. All other proposers will receive prorated cost points based on the ratio of their Cost Proposal to the acceptable low Cost Proposal.

The evaluation of the **Cost Proposal** shall be performed considering any applicable procurement preferences as provided in HAR 3-124 (Hawai‘i Products, Software Development, Qualified Community Rehabilitation Programs).

On the **Proposals Scoring Sheet**, the “Scored Points” will be the product of the “Available Points” and the “Score” divided by 5 in order to normalize the total “Scored Points” to a maximum of 100. The sum of the “Scored Points” for each category will result in the total score for the category. The sum of the four category scores will result in the “Proposal Total Score.”

<b>Proposals Scoring Sheet</b>				
	<b>Weighting of Subcategories</b>	<b>Available Points</b>	<b>Score (Scale of 0 to 5)</b>	<b>Scored Points</b>
<b>Relevant Maintenance Service Experience</b>				
Part A – Maintenance Experience	28.5%	10.0		-
Part B – Personnel Experience	21.5%	7.5		-
Part C – Prior Clients	21.5%	7.5		-
Part D – Procurement Experience	14.25%	5.0		-
Part E – Liquidated Damages	14.25%	5.0		-
<b>Category Total</b>		<b>35.0</b>		-
<b>Financial and Staffing Capabilities</b>				
Part A – Financial Capabilities and Resources	40%	10.0		-
Part B – Staffing Capabilities	40%	10.0		-
Part C – Organizational Chart	20%	5.0		-
<b>Category Total</b>		<b>25.0</b>		-
<b>Strength of Proposer / References</b>				
Part A – Prior Contracts with KDOW, or any other State of Hawaii Entities	75%	15.0		-
Part B – Complaints Filed Against Proposer	25%	5.0		-
<b>Category Total</b>		<b>20.0</b>		-
<b>Proposers Methods and Time for Performance</b>				
Part A – Describe Methods and Time for Performance	75%	3.75		-
Part B – Schedule	25%	1.0		-
<b>Category Total</b>		<b>5.0</b>		-
<b>Cost Proposal</b>				
Part A – Cost Proposal	100%	15.0		-
<b>Category Total</b>		<b>15.0</b>		-
<b>Proposal Total Score</b>		<b>100.0</b>		

## SECTION FIVE

### CONTRACTOR SELECTION AND CONTRACT AWARD

#### 5.1 EVALUATION OF PROPOSALS

An evaluation committee of at least three (3) qualified DOW employees selected by the Chief of Water Operations, shall evaluate proposals. The evaluation will be based solely on the evaluation criteria set out in Section Four of this RFP.

#### 5.2 DISCUSSION WITH PRIORITY LISTED OFFERORS

The DOW may invite priority listed Offerors to discuss their proposals to ensure a thorough, mutual understanding. The DOW, 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 DOW may also conduct discussions with priority listed Offerors to clarify issues regarding the proposals before requesting Best and Final Offers, if necessary.

Prior to holding any discussion, a priority list shall be generated consisting of offers determined to be acceptable or potentially acceptable, in accordance with HAR 3-122-53. 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 responsive, responsible Offerors.

#### 5.3 AWARD OF CONTRACT

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

#### 5.4 RESPONSIBILITY OF OFFERORS

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

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

The DOW will verify compliance on Hawai'i Compliance Express ("HCE").

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

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

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

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

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

## **5.6 PUBLIC EXAMINATION OF PROPOSALS**

Except as provided herein, 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 State of Hawai‘i, Office of Information Practices (“OIP”) in accordance with HRS §92F-42(12). OIP may be reached at: Tel: 808-586-1400; Fax: 808-586-1412; E-mail: [oiip@hawaii.gov](mailto:oiip@hawaii.gov). Please refer to <http://oiip.hawaii.gov/> for more information.

## **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 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 HRS§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 Procurement Officer:

Ryan Smith, Attn: Christine Erorita, 4398 Pua Loke Street, Līhu‘e, HI 96766 or email at [cerorita@kauaiwater.org](mailto:cerorita@kauaiwater.org)

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; provided further, that a protest of an award or proposed award shall be submitted within five (5) working days after the posting of an award or, if requested, within five (5) working days after the debriefing was completed.

The notice of award, if any, resulting from this solicitation shall be posted at [www.kauaiwater.org](http://www.kauaiwater.org) and [www.publicpurchase.com](http://www.publicpurchase.com) .

## 5.9 APPROVALS

Any agreement arising out of this offer is subject to the approval of the Office of the County Attorney, as to form and legality, and to all further approvals, as required by statute, regulation, rule, order, or other directive.

## 5.10 CONTRACT EXECUTION

Successful Offeror receiving the award shall enter into a formal written contract in the form as in the General Terms and Conditions.

**No work is to be undertaken by the Contractor prior to the effective date of the contract.** The DOW 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 the Option Term is mutually agreed upon, the Contractor shall be required to execute an amendment to the contract for the additional extension period. Any work performed pursuant to the Option Term is subject to the same written notice to proceed requirements as stated above.

## 5.11 INSURANCE

Contractor shall procure and maintain, on primary basis and at its sole expense, at all times during the life of the Contract insurance coverages, limits, including endorsements as described in Exhibit A, incorporated herein, against claims for injuries to person or damages to property which may arise from or in connection with the performance of the work by the Contractor or the Contractor's agents, representatives, employees, or subcontractors. The requirements contained herein, as well as the County's review or acceptance of insurance maintained by the Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by the Contractor. To the extent applicable, the amounts and types of insurance will conform to the minimum terms, conditions, and coverage(s) of Insurance Service Office (ISO) policies, forms, and endorsements.

## 5.12 REQUIREMENTS FOR PERFORMANCE BONDS (If a performance bond will be required, the OF-1 shall reflect the submittal of the bond and bond forms shall be attached to the solicitation.)

Not Applicable.

## 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.

## 5.14 STANDARD CONTRACT

The DOW will proceed to negotiate price with the selected Offeror and negotiate a contract after selection. Should the DOW and the selected Proposer fail to come to terms, the DOW reserves all its rights to terminate negotiations and proceed to commence negotiations with the next most qualified Offeror.

**5.15 EXPENSES OF PREPARING RESPONSES TO THIS RFP**

The DOW accepts no responsibility for any expenses incurred by the Offeror to respond to this RFP. Such expenses are to be borne exclusively by the Offeror.

**5.16 LETTER OF INTENT**

Not Applicable

**5.17 SUBMITTAL INSTRUCTIONS**

One (1) electronic copy (in Adobe PDF) must be submitted via [www.publicpurchase.com](http://www.publicpurchase.com) **no later than 2:00 pm (HST) on: Friday, March 27, 2026.**

Proposals must be clearly identified with the Offeror's name and the RFP number and title. **Late proposals will not be considered.**

**5.18 QUESTIONS**

All questions regarding this RFP should be addressed in writing via [www.publicpurchase.com](http://www.publicpurchase.com) .

All questions are due in writing by **4:30 pm (HST) on March 12, 2026**, to allow sufficient time for distribution to all interested parties.

**5.19 ACKNOWLEDGEMENT OF ADDENDA**

Questions regarding this RFP that are submitted to the DOW via [www.publicpurchase.com](http://www.publicpurchase.com) by the deadline will be answered and distributed to all interested parties as an Addendum. Addenda may also be issued in response to changes in the RFP. **Addenda MUST be acknowledged.** Failure to properly acknowledge any Addendum may result in a declaration of non-responsiveness by the DOW.

## SECTION SIX

### SPECIAL PROVISIONS

#### 6.1 OFFER GUARANTY

A proposal security deposit is NOT required for this RFP.

#### 6.2 INTELLECTUAL PROPERTY RIGHTS

The DOW 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 County purposes.

#### 6.4 CERTIFICATION OF OFFEROR CONCERNING WAGES, HOURS AND WORKING CONDITIONS OF EMPLOYEES SUPPLYING SERVICES *(include as applicable)*

All Offerors for service contracts shall comply with section 103-55, HRS, 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:

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.

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:

- (1) Managerial, supervisory, or clerical personnel.
- (2) Contracts for supplies, materials, or printing.

- (3) Contracts for utility services.
- (4) 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, Hawai'i Revised Statutes, (HRS).
- (5) Contracts for professional services.
- (6) Contracts to operate refreshment concessions in public parks, or to provide food services to educational institutions.
- (7) Contracts with nonprofit institutions.



# Cost Proposal

## Section E

### JOB NO. 26-03, PUA LOKE SCADA RTU-PLC REPLACEMENT LĪHU‘E, KAUA‘I, HAWAI‘I

Item No.	Qty.	Unit	Description	Unit Price	Extended Price
<b>PUA LOKE RTU-PLC MATERIALS &amp; SPARE PARTS</b>					
1	2	EA	SCADAPak 470 Submaster PLC (1 spare included)	\$	\$
2	20	EA	SCADAPak 474, I/O Adapter & Cable (1 spare included)	\$	\$
3	1	LS	I/O Modules for each RTU (1 spare of each type to be included)		\$
			<b>Subtotal</b>		\$
<b>PROGRAMMING</b>					
4	1	LS	Develop site specific programs for the following sites: Pua Loke Submaster PLC, RTU047, RTU046, RTU070, RTU071, RTU072, RTU096, RTU045, RTU092, RTU073, RTU037, RTU038, RTU042, RTU043, RTU044, RTU031, RTU034, RTU035, RTU036, RTU083		\$
			<b>Subtotal</b>		\$
<b>COMMISSIONING</b>					
5	1	LS	Develop retrofit commissioning plan, remove existing SCADAPak and I/O modules and install new, rewire as necessary.		\$
6	1	LS	Provide onsite loop testing and functionality testing of SCADA System to ensure correct operation. Provide as-built RTU drawings (PDF and CAD format) and as-built programming files (SCADA HMI, Submaster, RTU and OIT)		\$
			<b>Subtotal</b>		\$
			<b>Project Total (TOTAL SUM)</b>		\$