

Request for Proposals

Job No. 26-04

SCADA SYSTEM MAINTENANCE AND PROFESSIONAL CONSULTATION SERVICES



Department of Water County of Kaua'i

**Sealed Offers
Will be received up to 2:00 pm (HST) on
Monday, February 23, 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**

This solicitation is provided for information purposes. Parties interested in responding to this solicitation shall submit offers using this document provided prior registration for this specific solicitation.

Registration for solicitation: www.publicpurchase.com

POSTED: 01/21/26 via www.kauaiwater.org, SPO website, www.publicpurchase.com



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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 **JOB NO. 26-04, SCADA SYSTEM MAINTENANCE AND PROFESSIONAL CONSULTATION SERVICES**, (hereinafter referred to as "PROJECT") to provide professional support and maintenance services for the Pua Loke Baseyard SCADA System Central Computer Stations and Network Equipment, Remote SCADA Sites located at various points island wide, and SCADA System Technical Support. 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 so as not to interfere with continued uninterrupted service to 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	January 21, 2026
Due date to submit Questions	January 28, 2026
The DOW's Response to Questions	January 28 – February 4, 2026
Proposals Due date/time	February 23, 2026 by 2:00pm HST
Proposal Evaluations	February 23 – February 25, 2026
Discussion with Priority Listed Offerors	February 26 – March 3, 2026
Best and Final Offer (if necessary)	March 6, 2026
Notice of Award	March 2026
Contract Start Date	April 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 and opened at the DOW, County of Kaua'i, 4398 Pua Loke Street, Lihu'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 maintenance services necessary for maintaining and updating the existing Supervisory Control and Data Acquisition (SCADA) system for the Department of Water facilities.

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:

- A. **PUA LOKE BASEYARD SCADA SYSTEM MAINTENANCE:** The DOW SCADA System was designed by Timberline in 2001. The system is comprised of 96 remote RTU's that provide data to the main servers at the Pua Loke site through wireless and frame relay communications. The Pua Loke complex has two (2) central on-site servers for the SCADA system with virtual servers including: Primary Domain Controller (PDC), Backup Domain Controller (BDC), SCADA Host A (Primary SCADA Host), SCADA Host B (Backup SCADA Host), SQL Server (Historian), and the Terminal Server. The selected contractor shall provide professional support and maintenance services for the Pua Loke Baseyard Central Computer Stations and Network Equipment. The selected contractor will conduct the following on-site scope of work by one (1) Network Engineer twice a year for ten (10) working days each trip:
1. Inspect all network equipment for proper operation and software upgrade requirements. Provide necessary patching and software updates.
 2. Verify historical data collection and report generation for proper operation.
 3. Perform administrative tasks associated with maintaining the various servers. Provide recommendations for replacing servers and associated equipment. Provide specifications for replacement equipment as needed.
 4. Perform programming modifications to SCADA system components and software.
 5. Provide a technical report of work completed.
- B. **REMOTE SITE MAINTENANCE:** The system is comprised of 96 remote RTU's that are spread over 85 remote SCADA sites. The remote site scope of work will include services for the remote SCADA sites. The selected contractor will be required to conduct the following remote site scope of work by two (2) Field Service Engineers twice a year for ten (10) working days each trip:

1. Inspect each remote site to verify the integrity of the equipment including: verify radio communication RF output, align antennae, verify correct battery backup operation, and inspect batteries for signs of performance degradation. Clean inside RTU as needed.
2. Calibrate instruments to return instruments to proper operation and valid routing tables.
3. Verify Frame Relay and Cellular connections and check for efficient operation. Replace modems as necessary.
4. Inspect, troubleshoot, replace, reconfigure, and/or reprogram SCADA remote site RTU components as necessary.
5. Provide a technical report of work completed.

C. **AS NEEDED SYSTEM TECHNICAL SUPPORT:** Provide System Technical Support service as required. The selected contractor will make available as needed, a Network Engineer and/or Field Service Engineer during normal and non-working hours to answer any technical questions regarding the SCADA control equipment and system information and will provide the following:

1. Remote access support services to the DOW to support any system questions and troubleshooting. The selected contractor will implement a secure solution for remote access, which will include VPN, manual connection, or model call back services.
2. Control system software support. The selected contractor will manage the DOW's control systems software upgrades when they are released.
3. Off-site storage of the DOW's control system programs. The selected contractor shall provide the backed-up system programs as needed to the DOW. The selected contractor shall have the system programs available for modifications and changes as needed.

D. **DURATION OF WORK:** All work shall be in accordance with the provisions in this RFP including the Special Provisions attached hereto, on time and on budget. The initial contract period shall be for 3 years (1,095 days) following the Notice to Proceed. The DOW, in agreement with the Offeror, may extend the contract for a period of 12 months at a time, not to exceed 24 months total extension. Each 12 month contract extension shall be for no more than the previous years agreed upon contract price plus a no more than 2% addition to accommodate for inflation purposes, dependent on budgetary approvals for future fiscal years.

2.3 TERM OF CONTRACT

The contract shall be for a multi-term of three (3) years and is intended to begin approximately on or about April 2026 and end on or about April 2029. See HAR sec. 3-122-149 on multi-term contracts.

The contractual obligation of both parties in each fiscal period succeeding the first is subject to the appropriation and availability of funds. The contract will be cancelled if funds are not appropriated or otherwise made available to support continuation of performance in any fiscal year succeeding the initial fiscal year. In this event, the contract shall automatically terminate at the end of the fiscal year for which funds have been appropriated. In the event the contract is cancelled because funds are not appropriated or otherwise made available to support the

continuation of the contract after the first fiscal year, no breach of contract shall be deemed to have occurred as a result of this termination, which shall be considered as a normal termination of the contract, provided that the contractor shall be reimbursed for its unamortized, reasonably incurred, nonrecurring costs. The Board will notify the Contractor on a timely basis regarding the availability of funds for the continuation of the contract for each succeeding year.

Unless terminated, the Contractor and the DOW may extend the term of the contract for twenty-four (24) additional months or portions thereof ("Option Term") 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 paid to the Contractor for the extended period shall remain the same or as described in the offer.

2.4 PROCUREMENT OFFICER

The PROCUREMENT Officer for this contract is:

Ryan Smith
Chief, Operations Division
Phone: (808) 245-5436
Email: 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, 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.

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, 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:
- The general scope of work to be performed by the subcontractor;
 - 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.
- Transmittal Letter-Offer Form OF-1
 - 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 maintaining a system of similar size and complexity (80+ sites, 80+ SCADAPack RTUs, 10 data concentrators, redundant HMI servers, virtual servers, terminal server, historian server, redundant domain controller servers, redundant alarm dialer, routers, firewalls, MAS 900 MHz radio system consisting of 80+ radios, 9 frame-relay connections).
- 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 Cost Proposal (Section E) which includes unit pricing and lump sum line items shall be the total lump sum cost to Pua Loke Baseyard SCADA System maintenance, Remote Site maintenance, and as needed System Technical Support.
- b. Formula for calculating points

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

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 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.

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

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 **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."

Proposals Scoring Sheet				
	Weighting of Subcategories	Available Points	Score (Scale of 0 to 5)	Scored Points
Relevant Maintenance Service Experience				
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		-
Category Total		35.0		-
Financial and Staffing Capabilities				
Part A – Financial Capabilities and Resources	40%	10.0		-
Part B – Staffing Capabilities	40%	10.0		-
Part C – Organizational Chart	20%	5.0		-
Category Total		25.0		-
Strength of Proposer / References				
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		-
Category Total		20.0		-
Proposers Methods and Time for Performance				
Part A – Describe Methods and Time for Performance	75%	3.75		
Part B – Schedule	25%	1.0		
Category Total		5.0		
Cost Proposal				
Part A – Cost Proposal	100%	15.0		-
Category Total		15.0		-
Proposal Total Score		100.0		

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, Hawai'i Employment Security Law;
3. Chapter 386, Worker's Compensation Law;
4. Chapter 392, Temporary Disability Insurance;
5. Chapter 393, Prepaid Health Care Act; 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: oip@hawaii.gov. Please refer to <http://oip.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

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 and 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 no later than **2:00 pm (HST) on: Monday, February 23, 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 shall be submitted via www.publicpurchase.com

All questions are due in writing by **4:30 pm (HST) on January 28, 2026**, to allow sufficient time for distribution to all interested parties.

5.19 ACKNOWLEDGEMENT OF ADDENDA

Questions regarding this RFP that are submitted 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 in a cover letter with the Implementation Proposal. 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.

6.3 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.

OF-1

RFP Job No. 26-04
SCADA System Maintenance and Professional Consultation Services
Department of Water, County of Kaua'i

Department of Water
4398 Pua Loke Street
Līhu'e, HI 96766

Dear Procurement Officer:

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 and agrees that by submitting this offer, 1) he/she is declaring his/her offer is not in violation of Chapter 84, Hawai'i Revised Statutes, concerning prohibited State contracts, and 2) he/she is certifying that the price(s) submitted was (were) independently arrived at without collusion.

Offeror is:

☐ Sole Proprietor ☐ Partnership ☐ *Corporation ☐ Joint Venture
☐ Other _____
*State of incorporation: _____

Hawai'i General Excise Tax License I.D. No. _____

Federal Tax 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 Signature

Telephone No.: _____

Fax No.: _____ Name and Title (Please Type or Print)

E-mail Address: _____ **
Exact Legal Name of Company (Offeror)

**If Offeror 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:



Cost Proposal

Section E

**Job No. 26-04, SCADA System Maintenance and Professional Consultation Services
Līhu'e, Kaua'i, Hawai'i**

Item No.	Qty.	Unit	Description	Unit Price	Extended Price
PUA LOKE BASEYARD SCADA SYSTEM MAINTENANCE					
1	1	LS	One (1) Network Engineer for two (2) trips, ten (10) working days per trip.	\$	\$
2	1	LS	Provide patches and software updates, replacement parts, and materials.	\$	\$
			Subtotal		\$
REMOTE SITE MAINTENANCE					
3	1	LS	Two (2) Field Service Engineers for two (2) trips, ten (10) working days per trip.	\$	\$
4	1	LS	Replacement parts and materials.	\$	\$
			Subtotal		\$
AS NEEDED SYSTEM TECHNICAL SUPPORT					
5	1	LS	One (1) Network or Field Service Engineer for 14 straight time hours	\$	\$
6	1	LS	One (1) Network or Field Service Engineer for 12 overtime hours	\$	\$
			Subtotal		\$
			Project Total (TOTAL SUM)		\$